

**TERMS AND CONDITIONS OF PURCHASE
(GOODS AND SERVICES)**

- 1. APPLICATION.** These General Terms and Conditions of Purchase (“**Terms and Conditions**”) shall apply to the purchase order to which these Terms and Conditions are attached or incorporated by reference therein (“**Order**”) unless otherwise agreed in writing between Buyer and Seller. As used herein, Knight Material Technologies LLC and its affiliates and subsidiaries, including, but not limited to, Electro Chemical Manufacturing and Superior Dual Laminate Products shall be referred to as “**Buyer**” and the supplier of goods or services indicated on the Order as “**Seller**”. Buyer objects to and rejects any provision additional to or different from the terms hereof that may appear in Seller’s invoice, acknowledgement, confirmation, writing, or in any other prior or later communication from Seller to Buyer, unless such provision is expressly agreed to in a writing signed by Buyer. Seller’s shipment of, or furnishing of Goods or Services, acknowledgement of the Order, commencement of performance or acceptance of any payment shall constitute conclusive evidence of Seller’s acceptance of the Order, including these Terms and Conditions. In the event of a conflict between these Terms and Conditions and the specific provisions contained in the Order, the specific provisions contained in the Order shall control. For the purposes of these Terms and Conditions, the term “**Goods**” shall refer to the goods, material, supplies, and equipment, as well as all drawings and other documents, listed on the Order intended to be provided by Seller or provided in connection with any Services, and the term “**Services**” shall refer to the services, labor, data, and other obligations to be provided by Seller as listed on the Order as well as all ancillary services provided with any Goods. Terms not defined herein shall have the meanings set forth in the Order.
- 2. SCOPE OF WORK.** Seller shall, except as provided herein: (a) furnish all that is necessary, required, proper and incidental to the performance of the Order, including, but not limited to, all labor, services, supervision, machinery, equipment and materials; and (b) obtain any and all necessary licenses, permits, insurance coverage and bonds required by law or specified herein in connection with the Order. All items that are shown, or reasonably inferable from the specifications provided by Buyer as being necessary to satisfy the Order shall be the responsibility of Seller. Seller represents that it has examined all the contract documents and has fully acquainted itself with conditions relevant to the Goods and Services, it has made all investigations essential to the full understanding of the difficulties that may be encountered in performing under the Order and assumes full and complete responsibility for completing all of Seller’s obligations under the Order.
- 3. DELIVERIES.** (a) **TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE AND DELIVERY.** Delivery of the Goods and Services shall be at the time(s) and place(s) and in quantities and on terms specified in the Order. Seller shall not deliver any Goods or Services in advance of the schedule set forth in the given Order without Buyer’s written permission. Buyer reserves the right to return, at Seller’s expense, all Goods received by Buyer in advance of the schedule of a given Order. (b) If delivery of Goods are expected to be delayed, Seller shall promptly notify Buyer of the cause and expected duration of such delay and shall take all reasonable steps, at Seller’s cost and expense, to expedite delivery thereof. Deliveries to Buyer’s warehouse outside normal working days and hours shall not be accepted. (c) Seller shall ensure that the Goods are properly preserved, secured, packed, containerized and labeled and otherwise prepared for shipment in accordance with the instructions of Buyer as specified in the Order and accepted industry practice and carrier regulations, so as to prevent damage and deterioration. Each package shall be marked to show the project and Order number. The packing list and delivery note, showing, among other things, package, Order and project number, shall be included in each package as appropriate. On import from non-EEC countries, Seller shall transmit latest one working day after shipping date by fax or e-mail complete transport details as well as copy of invoice and Bill of Lading or Airway Bill or CMR. No charges shall be allowed for packing, crating or cartage except as specified in the applicable Order. Seller shall be liable for any additional cost incurred by Buyer and for any loss or damage to the Goods resulting from failure to comply with Buyer’s packaging and shipping instructions. Prepaid transportation charges on Seller’s invoice must be supported by a paid freight bill or equivalent net of any rebate or similar item received or to be received by Seller. (d) Failure to tender conforming Goods or Services by the delivery date specified within the Order shall constitute a breach by Seller, and Seller shall have no right to make a later conforming tender except upon written authorization of Buyer. If at any time or for any cause whatsoever, Seller is unable to fulfill the terms and conditions of the Order, Seller shall provide Buyer an option, to be exercised in Buyer’s sole discretion, to: (i) receive a pro-rata portion of the Goods Seller has on hand at the time it discovers its inability to perform; (ii) elect to have further deliveries made by express shipments and Seller shall bear the difference between freight and express shipping rates; (iii) buy elsewhere and charge Seller with the resulting loss, unless deferred shipment is agreed upon in writing; or (ii) terminate all or part of the remaining portion of the Order. Unless otherwise agreed in writing, any pro-rata portion of Goods shipped to Buyer shall be in the same proportion as the Order volume bears to the total Goods volume Seller has then contracted to sell. The exercise by Buyer of any of the options noted above shall not prejudice Buyer’s rights to damages in connection with any undelivered portion of the Goods and shall not be deemed a waiver with respect to future installments, claims, damages, remedies, or otherwise. (e) Seller and its suppliers shall, at no additional cost to Buyer, expedite delivery, to include faster means of transportation, to meet established delivery schedules. When deemed advisable by Buyer, the Order shall also be subject to expediting by Buyer or its customer, Seller hereby granting free, safe and clear access to Seller’s and Seller’s supplier’s premises for expediting purposes.
- 4. TITLE/RISK OF LOSS.** (a) The Goods or portions thereof; including but not limited to, data and work in progress, shall become the property of Buyer and title to them shall pass to Buyer upon delivery of the Goods to the delivery point designated, or when Buyer makes payment therefore, whichever occurs earlier. Seller shall be responsible for and shall bear risk of loss and damage to the Goods, or portions thereof, until final completion of their delivery. However, loss or damage, which results from Seller’s non-conforming preservation, packaging, packing, crating or containerization, whenever occurring, shall be the responsibility of Seller. (b) All property used by Seller in connection with the Order which is owned, furnished, charged to, or paid for by Buyer shall be segregated and identified to the Order and shall be and shall remain the property of Buyer and shall be used only for Buyer’s benefit and shall be subject to removal and inspection by Buyer at any time without cost or expense to Buyer. Seller shall insure, assume all liability for, maintain and repair all such property and return the same to Buyer in its original condition, reasonable wear and tear excepted, at the completion or termination of the Order or as requested by Buyer. Buyer will have free access to Seller’s and its vendors’ premises for the purpose of inspecting or removing such property. Seller shall not grant security interest in the Goods or any part thereof in favor of any third party. The furnishing of free issue material by the Buyer to the Supplier shall not be, and shall not be construed so as to be, financing of the Order or project or other operation of the Seller.
- 5. INSPECTION/REJECTION OF GOODS.** All Goods shall be received subject to Buyer’s and its customers’ audits, inspection, testing and rejection at all times and places. Seller shall test the Goods to ensure that they meet with the applicable specifications and acceptance criteria and Seller shall not ship any Goods that do not conform thereto. If requested by Buyer, Seller shall provide to Buyer the results of all samplings, analysis, inspection or test relating to the Order. Seller shall, without additional charge, provide to Buyer and its customers, facilities and assistance for safe and convenient inspection. Seller reserves the right to inspect and/or test the Goods and/or Services. If Buyer finds any of the Goods to be defective in material or workmanship, or otherwise not in exact conformity with any warranty, specifications or the requirements hereof, Buyer, in addition to any other rights which Buyer may have under warranties or otherwise, may, at its sole election, reject such Goods.

Rejected Goods shall not be replaced by Seller without prior written authorization by Buyer, and Buyer, in its sole discretion, may obtain replacement Goods from another supplier. Rejected Goods shall be held at Seller's risk for a reasonable time, to be returned or disposed of by Buyer at Seller's timely written instruction and at Seller's sole cost and expense. If, within five days after rejection of the Goods, Buyer is not provided written instructions by Seller regarding disposition of rejected Goods, Buyer may (i) return such Goods at Seller's cost and expense or (ii) sell such Goods at the best price it can obtain (such determination shall be in Buyer's sole discretion), and credit the proceeds therefrom to Seller's account, less Buyer's costs and expenses of sale, including a reasonable commission not to exceed ten percent (10%). Inspection of the Goods or payment by Buyer for Goods shall in no event constitute an acceptance of such Goods nor in any way relieve Seller of any obligation or duty under these Terms and Conditions or Order or otherwise impose any obligations on Buyer. Moreover, Buyer's review or approval of Seller's methods, manufacturing procedures, drawings, calculations, and other documents shall not relieve Seller of any responsibility for Goods delivered hereunder. Buyer's right to reject nonconforming Goods applies to all deliveries under the Order, whether or not they are in separate lots, whether or not the nonconformity substantially impairs the value of that installment, or whether or not the nonconformity with respect to one or more installments substantially impairs the value of the whole order, and regardless of location or passing of title to the nonconforming Goods. Seller shall be liable for all of Buyer's costs for any additional audits, inspection, testing to the extent caused by any failure of the Goods to conform to the requirements provided herein. The foregoing rights shall be cumulative and in addition to any other rights or remedies to which Buyer may be entitled at law or in equity.

6. **WARRANTY.** (a) Seller warrants and covenants the following for Goods: (i) the Goods shall conform to the specifications, drawings, samples, or other descriptions referred to in the Order and shall be of merchantable quality and free from defect in design, material and workmanship; (ii) the Goods shall conform to any statements or representations made to Buyer, or appearing in Seller's literature or advertisements; (iii) the Goods shall be safe and appropriate for the purpose for which the Goods are intended; (iv) Seller shall deliver good and marketable title to the Goods and the Goods shall be delivered free of liens, claims, pledges, charges, and encumbrances; and (v) Seller has complied in all respects with all laws applicable to the manufacture, transportation and delivery of the Goods. (b) Seller warrants and covenants that Seller shall perform the Services: (i) in a workmanlike manner using qualified, efficient and careful workers and in a manner as to cause minimum interference with other operations; (ii) in accordance with all plans, drawings, and specifications provided by Buyer; (iii) in compliance with all applicable laws and all operational and safety and health rules and regulations applicable to the site; and (iv) otherwise in accordance with the Order and these Terms and Conditions. (c) Seller shall: (i) cause all warranties by suppliers of goods or services applicable hereunder to be assigned to Buyer and shall take all measures which Buyer considers necessary or desirable to assure that Buyer timely receives the full benefit of all such warranties, regardless of whether they are assignable. Seller shall provide Buyer true copies of all such warranties; (ii) furnish all materials, equipment, tools, labor, supervision, supplies, facilities, services, and transportation necessary for the successful performance and completion of the Services; (iii) cooperate, consult, and coordinate with Buyer in the performance of the Services, and shall provide such Services in a timely manner compatible with Buyer's schedule; and (iv) prior to the start of the Services, Seller shall provide Buyer a schedule describing its plan of operation for the Services and all testing and deliverables of Seller hereunder. (d) Unless otherwise specifically agreed to by the parties, all warranties of Seller hereunder shall be for a period ending 18 months after final acceptance of and payment for the Goods or Services, provided that warranties with respect to liens, title or latent defects shall not terminate. (e) If during the warranty period the Goods or Services are found to be defective or otherwise fail to conform to the warranties, and Buyer so notifies Seller, Seller shall, upon Buyer's election as determined in Buyer's sole discretion, at Seller's sole expense and using its best efforts, promptly correct such nonconformity to the satisfaction of Buyer, or alternatively, Buyer may: (i) reject or revoke acceptance and cover by making purchase of substituted goods or services, the cost of such cover shall be for Seller's account; (ii) proceed to correct Seller's nonconforming work by the most expeditious means available, in which case, the costs for such correction shall be for Seller's account; or (iii) retain the nonconforming Goods or Services with an equitable reduction to the Order price to reflect the diminished value of such nonconforming Goods or Services. (f) Buyer may assign to its customers and end-users of the Goods or Services any warranty rights Buyer may have under the Order, provided however, that the Order shall not, and shall not be construed so as to, establish privity of contract between Seller and Buyer's customers or end-users of the Goods or Services.
7. **PRICE.** Seller represents that the price or prices specified in the Order do not exceed the current selling price for the same or substantially similar goods or services to any other purchaser, taking into account the quantity under consideration. The price stated in the Order is firm, definite and not subject to price adjustment, and includes all taxes, import duties, fees, charges and expenses as applicable. Unless otherwise specified in the given Order, no additional charge will be allowed for labor, supervision, equipment, materials, supplies, tools, field and office overhead, facilities, utilities, services, transportation, packaging, cartage, and any other of Seller's costs. Seller shall report and pay all above mentioned taxes, import duties, fees, charges and expenses and shall indemnify and hold harmless the Buyer against any liability arising therefrom. If a price is omitted from a given Order, the Goods or Services will be billed at the lower of: (a) the price last quoted to Buyer; (b) the price last paid by Buyer; or (c) the prevailing market price. Unless otherwise specified, all prices are FOB the location set forth in the give Order and include all charges for packaging, handling, storage and delivery. Seller will pay all delivery charges in excess of the delivery charges which Buyer has agreed in writing to pay. If payment terms are not specified in the given Order then all payments under the purchase order to Seller shall be paid to Seller in United States dollars not later than sixty (60) days following the later of: (i) the delivery date; (ii) the date of Buyer's acceptance of all of the Goods and/or services under the purchase order; or (iii) Buyer's receipt of a properly prepared invoice. Seller shall pay, without charge to Buyer, any federal, state or local tax or other government charge or assessment relating to the production, sale or shipment of any of the Goods or Services. Any value added tax shall be shown separately on all invoices. Seller agrees to accept and use tax exemption certificates when furnished by Buyer. Federal Excise Tax, if applicable, must be shown separately on invoice. If Buyer is offered Goods of Services of equal quality and in quantities equal to or less than those remaining for delivery at a delivered cost lower than that then in effect under the given Order, and gives Seller notice thereof, Seller shall either reduce its price to such lower delivered cost within 10 days after its receipt of such notice or permit Buyer to purchase elsewhere at such lower price while it remains effective. The quantity so purchased shall be deducted from the undelivered portion of a given Order. If, at any time during the term of Seller's performance under a purchase order, Seller should sell to any other customer goods or services of at least equal quality at a price lower than that in effect hereunder, Buyer shall receive the benefit of the lower price on all deliveries of product which are made during the period when such lower price is in effect. In the event of any violation by the Seller of any provision of a purchase order, or in the event of the assertion by any third parties of any claim or lien against Buyer or its property arising out of Seller's performance under a given Order, Buyer shall have the right to retain out of any payments due to Seller or that become due to Seller an amount sufficient to protect Buyer completely from any loss, damage or expense therefore, until the situation has been satisfactorily remedied by Seller. Buyer shall have the right, at its own expense, upon reasonable notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of Seller to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under any Order. Seller shall keep records of all charges, disbursements, and expenses incurred by it hereunder, and its compliance with laws regulating employee benefits,

quality assurance, environmental and safety activities. All invoices received after the 25th of any month will be audited and considered for payment with invoices of the month following. Payment of invoices to obtain discounts shall not constitute a release of Seller from any of Seller's obligations hereunder. Any discount terms provided herein shall date from either the date of delivery at destination or the date of mailing of invoice, whichever is later.

8. **CHANGES.** Buyer shall have the right, at any time, to make changes in plans, drawings or specifications, packaging, time or place of delivery, or method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for performance, a party may send a written claim for any adjustment in price resulting from the change(s). Seller waives any claim by Seller for adjustment if such claim is not received in writing by Buyer within the earlier of 15 days after the date upon which Seller receives Buyer's changes or the date of delivery. Buyer's claims for adjustment shall be deemed agreed to by Seller unless Buyer receives Seller's objection thereto within the earlier of 10 days after the date of such claim or the date of delivery. Nothing in this Section shall excuse Seller from proceeding with performance of the given Order. No price increase or extension of time for delivery shall be binding on Buyer unless evidenced by a purchase order change notice issued and signed by Buyer.
9. **INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SHALL DEFEND, PROTECT, INDEMNIFY AND HOLD BUYER, ITS SUBSIDIARIES AND ANY OTHER RELATED OR AFFILIATED ENTITIES, ITS CUSTOMERS AND USERS OF THE GOODS OR SERVICES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, PARTNERS, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "INDEMNITEES") HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, DAMAGES, DEMANDS, LAWSUITS, CAUSES OF ACTION, STRICT LIABILITY CLAIMS, PENALTIES, FINES, ADMINISTRATIVE LAW ACTIONS AND ORDERS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) AND COSTS OF EVERY KIND AND CHARACTER (COLLECTIVELY, "CLAIMS/LIABILITIES") ARISING OUT OF OR IN ANY WAY INCIDENT TO (A) ANY ACT OR OMISSION OF SELLER, ITS AGENTS, EMPLOYEES, SUPPLIERS OR SUBCONTRACTS, (B) ANY OF THE SERVICES, AND (C) ANY BREACH OF ANY TERM HEREOF, INCLUDING, WITHOUT LIMITATION, CLAIMS/LIABILITIES RELATING TO PERSONAL INJURIES, DEATH, DAMAGE TO PROPERTY, DAMAGE TO THE ENVIRONMENT, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT OR OTHER PROPERTY RIGHT, LOSS OF DATA, REGARDLESS OF WHETHER SUCH HARM IS TO SELLER, ITS SUBCONTRACTORS, INDEMNITEES OR ANY OTHER PERSON OR ENTITY, (D) ANY DAMAGE OR LOSS OF USE OF PROPERTY OF BUYER, (E) THE USE OR SALE OF GOODS OR SERVICES CALLED FOR BY A GIVEN ORDER BY BUYER OR ITS CUSTOMERS; AND (F) ANY VIOLATION BY SELLER OF ANY ORDINANCE, REGULATION, RULE OR LAW OF THE UNITED STATES OR ANY POLITICAL SUBDIVISION OR DULY CONSTITUTED PUBLIC AUTHORITY. THE DUTY TO DEFEND, PROTECT, INDEMNIFY AND HOLD INDEMNITEES HARMLESS REFERRED TO IN THE PRECEDING SENTENCE SHALL INCLUDE, WITHOUT LIMITATION, CLAIMS/LIABILITIES THAT RESULT FROM THE COMPARATIVE, CONCURRENT OR CONTRIBUTING NEGLIGENCE OF ANY PERSON OR ENTITY INCLUDING, BUT NOT LIMITED TO, INDEMNITEES OR THEIR AGENTS, EXCEPT SELLER SHALL NOT BE LIABLE UNDER THIS SECTION FOR CLAIMS/LIABILITIES RESULTING FROM THE SOLE NEGLIGENCE OF INDEMNITEES. SELLER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY EXPRESSLY AGREES TO WAIVE ANY PROVISION OF ANY WORKERS' COMPENSATION ACT OR OTHER SIMILAR LAW WHEREBY SELLER COULD PRECLUDE ITS JOINDER BY BUYER AS AN ADDITIONAL DEFENDANT, OR AVOID LIABILITY FOR DAMAGES, CONTRIBUTION, OR INDEMNITY IN ANY LEGAL ACTION BROUGHT AGAINST ANY INDEMNIFIED PARTY. SELLER'S OBLIGATION TO BUYER HEREIN SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, BENEFITS OR COMPENSATION PAYABLE BY OR FOR SELLER UNDER ANY WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS ON ACCOUNT OF CLAIMS AGAINST BUYER BY AN EMPLOYEE OF SELLER OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY SELLER OR ANYONE FOR WHOSE ACTS SELLER MAY BE LIABLE. SELLER'S OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE TERMINATION, REVOCATION OR EXPIRATION OF THIS AGREEMENT.
10. **INSURANCE.** Seller, at its own expense, shall carry, and shall require its suppliers or subcontractors to carry, such insurance which shall protect the Seller and Indemnitees from loss, expense or claims of very kind. Such insurance shall in no event be less than the following: (a) Worker's Compensation and Employers' Liability Insurance, as prescribed by applicable law; (b) Comprehensive General Liability insurance, including completed operations, blanket contractual liability and contingent Employer's liability with a combined single limit of \$3,000,000 for each incident for bodily injury, death or property damage; (c) Automobile Public Liability insurance covering all owned and non-owned automotive units with bodily injury, death or property damage liability for third parties with a combined single limit of \$3,000,000 for each occurrence; and (d) if the Services include any professional services (including, but not limited to engineering or architectural services), Professional Liability insurance providing not less than \$3,000,000 coverage, including a three year extended reporting period. The amounts listed above may be increased from time to time as required by Buyer. Company shall be named as additional insured to Seller's policies for Comprehensive General Liability and Automobile Public Liability insurance. All policies shall be primary to and not in excess or contributory with any other insurance available to Buyer. All policies shall contain provisions providing that the insurance companies shall have no right of recovery or subrogation against Buyer or its affiliates, and Seller's carrier shall be primarily liable for all covered losses. At Company's request, Seller shall furnish Buyer with certificates setting forth the required insurance coverage. The insurance required hereunder shall be obtained prior to commencing any work under the Order and thereafter shall remain in force throughout the warranty period. The obligations hereunder shall not limit or modify in any way any other obligations assumed by Seller under the Order.
11. **TERMS OF PAYMENT.** All payments shall be made in the currency listed in the Order or, if not listed, in United States dollars. If the payment due date is a day other than a business day, Buyer shall make such payment on the next business day after such due date.
12. **DOCUMENTATION.** Seller shall provide to Buyer by the due date, in the specified format and quantities, all drawings, certificates and other documents specified in the Order and shall also provide, as specified or required by industry standard, all other relevant and applicable data and documents.
13. **SET-OFF.** Buyer reserves the right, at any time, to Set-off against any amount that Buyer (or any of its affiliates) owes to Seller (or any of its affiliates) under the Order or any other agreement between or among any such parties. "Set-off" means set-off, offset, combination of accounts, netting of dollar amounts of monetary obligations, right of retention or withholding or similar right to which Buyer is entitled (whether arising under the Order, another agreement, applicable law, or otherwise) that is exercised by Buyer.
14. **PROPRIETARY RIGHTS.** (a) Notwithstanding any proprietary legend or copyright notices to the contrary, Buyer and its customers and end-users of the Goods, may copy and reproduce documents and information furnished by Seller at any time and distribute such copies or reproductions to others for the limited purposes of designing, constructing, operating, maintaining, permitting and licensing. All data, inventions, improvements, information, drawings and specifications which are owned, furnished by, charged to, or paid for by Buyer, or which is developed or produced by Seller as the result of the Order, shall be and shall remain the property of Buyer and, unless stated otherwise by the Buyer, shall be promptly furnished to Buyer at the completion or termination of the Order. Seller grants to Buyer and its affiliates a nonexclusive, royalty-free, worldwide, perpetual right and license to use, make, sell, offer for sale, import or export any product or process in any field, which incorporates or is based on Goods or Services to be provided to Buyer under this Agreement that is not otherwise assigned to Buyer. Further, Seller waives all claims regarding Buyer's use of all information, specifications, processes, reports, technical data or business information disclosed to Buyer in connection with the Goods and Services covered by a given Order, unless prior to disclosure by Seller to

Buyer, such items are the subject of a written confidentiality agreement signed by Buyer. (b) Seller hereby represents, warrants and covenants that it has not infringed or misappropriated and that it shall not infringe or misappropriate: (i) any patent covering Goods or Services or use or sale thereof, or any method embodied in or resulting from the Goods or Services; or (ii) any copyright, trademark, trade secret or, without limitation, other proprietary right with respect to the Goods or Services. SELLER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS BUYER FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, PENALTIES, EXPENSES AND/OR OTHER HARM ARISING FROM ANY ACTUAL OR ALLEGED CLAIM THAT THE GOODS OR SERVICES AND/OR THE USE AND/OR SALE OF THE GOODS OR SERVICES BY BUYER OR ITS CUSTOMERS INFRINGES, OR MISAPPROPRIATES, ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET AND/OR OTHER PROPRIETARY RIGHT. SUCH OBLIGATION SHALL SURVIVE THE ACCEPTANCE OF THE GOODS AND SERVICES AND PAYMENT THEREFORE BY BUYER. IF THE USE OR SALE OF ANY SUCH GOODS OR SERVICES IS ENJOINED AS A RESULT OF INFRINGEMENT, SELLER AT NO EXPENSE TO BUYER, SHALL IMMEDIATELY OBTAIN FOR BUYER AND ITS AFFILIATES AND CUSTOMERS, THE RIGHT TO USE AND SELL SUCH GOODS OR SERVICES OR SHALL SUBSTITUTE AN EQUIVALENT GOOD OR SERVICE ACCEPTABLE TO BUYER, AND SHALL REIMBURSE BUYER FOR ANY COSTS ASSOCIATED WITH THE SUBSTITUTION.

15. **DEFAULT.** In addition to the remedies otherwise set forth herein, upon (y) the failure of Seller to perform any other obligation in the Order (including any breach of a warranty) where Seller fails to either commence correction within two business days after written notice thereof or complete such correction within the time period directed by Buyer or (z) the occurrence of a Bankruptcy Event, then Buyer, in its sole discretion and without prior notice to Seller, may do any one or more of the following: (a) suspend performance under the Order or any other agreement between Buyer and Seller; and/or (b) terminate the Order, or any part of it, or any other agreement between Buyer and Seller, whereby any and all obligations of Seller including payments or deliveries due, shall, at the option of Buyer, become immediately due and payable or deliverable, as applicable; and/or (c) take possession, by whatever reasonable means and at whatever location and time, of all materials, tools and equipment used in performance of the Order and furnish the work or acquire the Goods by whatever method it may deem expedient, in which case Seller shall not be entitled to payment, if any, until all of the Goods are delivered to Buyer in accordance with the Order. The foregoing specific rights, which shall specifically include specific performance, shall be cumulative and alternative and in addition to any other rights or remedies to which Buyer may be entitled at law or in equity. In addition, Buyer shall be entitled to recover from Seller all court costs, attorneys' fees and expenses incurred by Buyer in connection with Seller's default. "**Bankruptcy Event**" means the occurrence of any of the following events with respect to Seller or its affiliates: (i) filing of a petition or otherwise commencing, authorizing or acquiescing in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law; (ii) making of an assignment or any general arrangement for the benefit of creditors; (iii) having a bankruptcy petition filed against it and such petition is not withdrawn or dismissed within thirty (30) days after such filing; (iv) otherwise becoming bankrupt or insolvent (however evidenced); (v) having a liquidator, administrator, custodian, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets; or (vi) being generally unable to pay its debts as they fall due.
16. **TERMINATION.** (a) Buyer reserves the right to terminate this Order, or any part of it, for Buyer's sole convenience, upon written notice to Seller. (b) If the Goods are manufactured or fabricated to Buyer's unique specifications and specifically prepared for Buyer pursuant to a Order (collectively, "**Specialty Goods**"), Seller shall stop all work hereunder immediately following a termination by Buyer, and shall immediately terminate all suppliers' and subcontractors' contracts for performance hereunder. In full compensation for termination under this Section and only in the case of Specialty Goods, Buyer shall pay Seller a reasonable termination charge. Unless otherwise set forth in the Order, such termination charge shall be equal to a percentage of the price of the Specialty Goods (as shown in the applicable Order) reflecting the percentage of the work performed prior to the notice of termination, plus reimbursement of reasonable, actual direct costs resulting from termination; provided, however, the sum of such termination charge, plus payments previously made by Buyer, shall in no event exceed the total purchase price under the applicable Order. Seller shall not be paid for the following: (i) any work done after receipt of such notice of termination; (ii) any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided; and (iii) any costs incurred by Seller for any goods or services for which Buyer has not issued an Order. In performing hereunder, Seller shall not act in anticipation of a notice of termination, without prior written authorization from Buyer. Notwithstanding the above, in no event, shall Buyer pay any termination charges for standard stock merchandise or catalog items that are new and in saleable condition. (c) Upon Buyer's written request, and upon expiration or other termination of the Order; Seller shall: (i) preserve, protect, and if so requested, transfer title to and deliver to Buyer, materials on hand and work in progress, both in Seller's and in its suppliers' plants or other facilities, and intellectual property (including licenses) purchased by Buyer; and (ii) transfer to Buyer all applicable government permits. (d) Following termination, Seller shall be entitled for payment for all Services rendered prior to Buyer's notice of termination.
17. **WITHHOLDING.** If Buyer has a claim under a given Order, or under any other agreement between Buyer and Seller, regardless of when it is discovered, including a claim that: (a) Seller's invoice is erroneous, (b) the Goods or Services are deficient, defective, or incomplete, (c) a third-party claim has been asserted or there is reasonable evidence indicating the possibility of a claim, or (d) Buyer, another contractor, or other party suffers damage or injury which is attributable to Seller, then Buyer may, without notice, withhold payment of, or set off the amount of its claim, costs or loss against, any amount invoiced to it.
18. **CHANGES IN MANUFACTURING LOCATION, MATERIALS OR PROCESS.** Seller shall not make any changes in (a) the manufacturing location of the Goods or the manufacturing location of a sub-supplier of any material component of the Goods, (b) any design, materials, or processes used for Goods, or (c) any scope of work or method of performing of services, without reasonable advance written notice to Buyer and Buyer's written consent. Upon request, Seller will furnish to Buyer in advance of making any such changes such information as Buyer may request to evaluate any proposed changes including the following: (i) the description of any changes in manufacturing location of Seller or any sub-supplier, processes, or methods; (ii) a list of all materials in the Goods and a description of any changed materials; (iii) the amount of one or more materials and a description of any change in amounts; (iv) information concerning any changes in or addition to Seller's processes; and/or (v) a description of any increase of scope of work.
19. **LICENSES AND PERMITS.** Seller shall secure and pay for all licenses and permits which Seller may require to comply with all applicable laws, ordinances, and regulations in connection with the performance of the given Order including any permits, licenses, or other governmental authorization(s) necessary for the exportation or importation of the Goods into the designated country of importation. Seller shall be responsible for all damages and shall indemnify and save Buyer harmless from and against all damages and liability, which may arise out of the failure of Seller to secure and pay for any such licenses and permits or to comply fully with any and all applicable laws, ordinances, and regulations. For all products covered by an Order, Seller shall provide to Buyer an up-to-date certificate of origin pursuant to the provisions of the North American Free Trade Agreement. Seller shall provide to Buyer such content information as Buyer reasonably requests for purposes of assisting Buyer's customers in complying with all applicable content reporting requirements or for assisting Buyer's custom declaration for importation or transshipment.

20. **SERVICE PARTS.** Seller warrants that items of the type purchased under a given Order, including the subassemblies and spare parts, shall be made available by Seller to Buyer and its customers during the operational life of the items purchased or for 10 years after the date of final shipment under the given Order, whichever is later. Further, during said period, Seller shall continue to provide technical support and service. In the event Seller discontinues manufacture of the aforementioned items, sub-assemblies or spare parts thereof or does not provide any of them in a timely manner for Buyer's requirements, Seller shall make available to Buyer all drawings, specifications, data and know-how which will enable and facilitate Buyer, its suppliers, or its customers to manufacture or procure and use and sell said items, sub-assemblies and spare parts under a royalty-free license which is hereby granted.
21. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BUYER HAVE ANY LIABILITY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, FOR ANY PUNITIVE, CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL OR INCIDENTAL LOSS OR DAMAGE ARISING FROM OR RELATED TO THE GIVEN ORDER, INCLUDING LOSS OF DATA, PROFITS, INTEREST, OR REVENUE, OR INTERRUPTION OF BUSINESS, EVEN IF BUYER HAS BEEN INFORMED OF OR MIGHT OTHERWISE HAVE ANTICIPATED OR FORESEEN THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.
22. **FORCE MAJEURE.** (a) If because of Force Majeure, either Buyer or Seller is unable to carry out any of its obligations hereunder (other than for a party's obligation to pay money owed), then the obligations of the party claiming Force Majeure shall be suspended to the extent made necessary by and during such Force Majeure's continuance. The term "**Force Majeure**", as used herein, means any cause not reasonably within the control of the claiming party, and shall include the following: (i) physical events such as acts of God, disease, epidemics, pandemics, plague, landslides, lightning, earthquakes, fires, storms such as hurricanes, which result in evacuation of the affected area, floods, washouts, or explosions; (ii) weather related events affecting an entire geographic region; (iii) interruption and/or curtailment of transportation and/or storage; (iv) acts of others such as riots, sabotage, insurrections or wars; (v) compliance with any law, statute, ordinance, regulation, policy, order or request of any federal, state, provincial or local government unit, or any officer, department, agency, or committee thereof (except to the extent such order or request arises from the claiming party's failure to comply with applicable law); and (vi) any other event or contingencies of like or different character beyond the reasonable control of the claiming party, that, in each case, interferes with the ability of the claiming party to perform its obligations hereunder. (b) If a party is prevented by Force Majeure, it shall provide notice to the other party. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Delay or failure to give notice herein shall not prevent a party from claiming its performance is excused by Force Majeure, unless such delay or failure has adversely affected the other party. (c) Upon providing written notice of Force Majeure as provided herein, the claiming party shall be relieved of its obligations under the Order, from the onset of the Force Majeure event and for the duration of Force Majeure. Buyer may terminate the Order if Force Majeure lasts for more than 30 consecutive days.
23. **ASSIGNABILITY.** The rights and duties under the Order are not assignable or transferable by Seller, in whole or in part, by operation of law or otherwise, without the express written consent of Buyer. Any assignment or attempted assignment in contravention of the foregoing shall be null and void, shall be considered a breach of the Order and shall permit Buyer, in addition to any other rights which it may have, to terminate the Order. Buyer shall have the right to assign the Order to any party.
24. **GOVERNING LAW.** The Order and its execution, performance, interpretation, construction and enforcement shall be governed by the law, both procedural and substantive, of the State of Ohio, without regard to its conflicts of law rules. Any action or proceeding between Buyer and Seller relating to the Order shall be commenced and maintained exclusively in the State or federal courts in Canton, Ohio, and Buyer submits itself unconditionally and irrevocably to the personal jurisdiction of such courts. BUYER AND SELLER EACH WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THE PURCHASE ORDER.
25. **NOTICE.** All notices, consents, communications or transmittals under the Order shall be in writing and shall be deemed received on the day of delivery if personally hand delivered or sent by facsimile or electronic transmission (with written confirmation of the completed transmittal); or within two business days if mailed by Canada Post or United States mail as certified or registered mail with return receipt, postage prepaid addressed to the party to whom such notice is given at the address of such party stated in the Order. Mistakes in prices, discounts, specifications, delivery schedules or other terms and any noticeable discrepancies in quantities or sizes are to be reported promptly by Seller to Buyer and Seller shall promptly remedy such mistakes by refunding incorrect charges to Buyer or correcting such other discrepancies, unless otherwise directed in writing by Buyer.
26. **TAXES.** Seller shall pay all taxes, duties, fees, levies, penalties, licenses or charges imposed by any government authority ("**Taxes**") which may now or hereafter be imposed on or with respect to (a) the Goods at or prior to title and risk of loss passing to Buyer, and (b) the Services. If Buyer is required to remit or pay Taxes that are Seller's responsibility hereunder, Seller shall reimburse Buyer for such Taxes within ten days of notice hereunder.
27. **ENTIRE AGREEMENT; AMENDMENT; WAIVERS.** The Terms and Conditions, together with the Order into which they are incorporated, shall supersede all prior negotiations, discussions, and dealings concerning the subject matter hereof, and shall constitute the entire agreement between Seller and Buyer concerning the subject matter hereof. Neither party shall claim any amendment, modification or release of any provisions hereof unless the same is in writing and such writing: (i) specifically refers to the Order; (ii) specifically identifies the term amended; and (iii) is signed by duly authorized representatives of Seller and Buyer; provided, however, that Buyer may from time to time modify these Terms and Conditions, where Seller's continued acceptance of payment from buyer shall be deemed affirmative assent to such modification. No waiver by Buyer of any breach of any terms, conditions or obligations under the Order shall be deemed a waiver of any continuing or subsequent breach of the same or any other terms, conditions or obligations hereunder.
28. **ACCESS TO BUYER'S FACILITIES.** If and to the extent that the Goods or Services provided hereunder are to be delivered or provided at any Buyer facility, Buyer shall have the right to require the execution of an Access Agreement prior to granting Seller, its contractors, or its agents access to such facility. Seller agrees that it, and its contractors and agents, shall comply with all of Buyer's safety rules and regulations when they are at Buyer's facility in connection with the performance of the Order. The safety and health of all persons employed by Seller and its agents or subcontractors on Buyer's premises, and/or any other person who enters upon Buyer's facilities for reasons relating to work performed under the given Order shall be the sole responsibility of Seller. Seller shall at all times maintain good order among its employees, agents, and subcontractors and shall not engage for the performance of the given Order any unfit person or anyone not skilled in the work assigned to him. Seller shall take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees, agents, or subcontractors and shall further indemnify Buyer for any losses, claims, damages, suits, or third-party actions related thereto. Such measures and precautions shall include, but shall not be limited to, following all Buyer safety procedures and requirements, providing all safeguards and warnings necessary to protect workers and others against any conditions on Buyer's facilities which could be dangerous and to otherwise prevent injuries of any kind whenever work is being performed. Seller shall confine all equipment and Seller's employees, agents, or subcontractors to that portion of Buyer's facilities where the work is to be performed or to roads leading to and from such work sites, and to

any other area which Buyer may permit Seller to use. Seller shall perform any work to be performed on Buyer's facilities in such manner as not to interfere or disrupt the use of Buyer's facilities premises by Buyer, its employees, invitees, lessees, agents and contractors. Upon completion of the work Seller shall leave the premises clean and free of all tools, equipment, and waste material. Seller shall immediately notify Buyer if any person is injured or claims injury in connection with the work on Buyer's premises.

29. **LIENS; WORK ON BUYER'S FACILITIES.** Seller hereby irrevocably waives any rights it may now have or which it may acquire with respect to any Goods or Services governed by a given Order to file liens or charges against Buyer or Buyer's property. Seller shall pay, satisfy, and discharge all mechanics', material men's, and other liens, and all claims, obligations and liabilities which may be asserted against Buyer or its property by reason of, or as a result of, any acts or omissions of Seller, its subcontractors, agents, employees, representatives, licensees or suppliers.
30. **HAZARDOUS PRODUCTS/HAZMAT LAWS.** (a) If and to the extent Seller loads, unloads or ships "hazardous materials" (as designated in accordance with 49 C.F.R. Parts 100-185, as amended from time to time), then Seller hereby warrants that all such materials shall be prepared for shipment, loaded, shipped and unloaded in compliance with all applicable laws, rules, regulations, orders, and other requirements of federal, provincial or state and local governments and agencies thereof, regarding the handling and transportation of such materials, and Seller shall indemnify and defend Buyer, its agents, contractors, and employees from all liability of whatever nature (including attorneys' fees and expenses) to which they may become subject as a result of Seller's failure to comply therewith. (b) Seller shall be responsible for all hazardous materials, including the disposal thereof, resulting from the manufacturing of the Goods and the provision of the Services.
31. **TOOLING.** All tooling, equipment, and materials (including patterns, fixtures or jigs) furnished to Seller and created for purposes of the Order shall be and remain the personal property of Buyer, and whenever practicable, shall be plainly marked by Seller as the property of Buyer and shall be safely stored separately and apart from Seller's property, and free of liens and encumbrances at Seller's sole cost and expense. Buyer's property while in Seller's custody shall be held at Seller's risk and shall be insured by Seller, at Seller's expense, in amount equal to replacement costs with loss payable to Buyer and shall be subject to removal at Buyer's request. Seller shall not alter or use such tooling or other property for any purpose other than that specified by Buyer or for any other person without the prior written consent of Buyer. Seller shall not move or relocate such tooling or other property outside the Seller production site without written consent or instruction from Buyer. Seller shall keep adequate records with a description, location, and condition of such tooling and other property and such records shall be made available to Buyer upon request. Seller shall store, protect, preserve, repair, and maintain such Buyer tooling and other property in accordance with sound industrial practice at Seller's expense. In the event that Buyer's tooling and other property becomes lost or damaged to any extent while in Seller's possession, Seller agrees to reimburse Buyer or replace such tooling and other property at Seller's expense. Seller shall not duplicate the tooling without prior consent from Buyer, for purposes not intended in a given Order. Samples provided by Buyer to Seller will not be analyzed, deconstructed, re-engineered by or disclosed to any third party, nor incorporated into any product that is commercially used or offered for sale, without explicit prior written permission of Buyer, and at Buyer's request, any samples not consumed by Seller to fulfil its obligations under the given Order shall be destroyed or returned to Buyer. At the completion or termination of a given order, Seller shall return such tooling and other property to Buyer or request disposition instructions from Buyer. Seller hereby assigns to Buyer all rights, title and interest in any drawings, designs, specifications, models, perspectives, software or other intellectual property, including, but not limited to, copyrights, patents, trademarks and trade secrets, created or to be created under the Order or in connection with any Services.
32. **AGENTS.** Buyer may designate certain of its affiliates to act, from time to time, as its agent for the sole purpose of soliciting sellers of Goods or Services. Said agent shall not, however, have the authority to bind or otherwise obligate Buyer regarding the purchase of Goods or Services. All contracts for the purchase of Goods or Services must be signed by a duly appointed representative of Buyer.
33. **INTERNATIONAL TRANSACTIONS.** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions under the Order. Unless otherwise stated in the Order, the provisions of the most current version of INCOTERMS, International Chamber of Commerce Publication, are incorporated herein by reference.
34. **ELECTRONIC TRANSACTIONS.** The Order and Terms and Conditions may be digitally copied and stored on computer tapes and disks (the "Imaged Agreement"). The Imaged Agreement (once digitally regenerated to paper form), and any facsimile, and all computer records of the foregoing, if introduced as evidence in any judicial, arbitration, mediation or administrative proceedings, shall be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form and neither party shall object on the basis that such business records were not originated or maintained in documentary form under any rule of evidence.
35. **COMPLIANCE.** (a) Seller shall comply fully with all applicable laws and regulations in its performance of the Order and shall neither take nor refrain from taking any action that could result in liability for either Buyer or Seller under applicable law, including the U.S. Foreign Corrupt Practices Act, the OECD Anti-Bribery Convention or any other applicable anti-bribery law or treaty, or those regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (31 C. F. R. Chapter V) or the U.S. Commerce Department's Bureau of Industry and Security (15 C.F.R. Parts 730 et. Seq.). Seller's breach of the preceding sentence shall constitute cause for immediate termination of the Order. Neither Buyer nor Seller shall be required to take or refrain from taking any action impermissible or penalized under any applicable laws. (b) In all cases, Seller must provide to Buyer, via the packing list and the customs invoice (as applicable), the country of origin and the appropriate export classification codes including, if applicable, the Export Control Classification Number (ECCN) and the Harmonized Tariff Codes of each and every one of the Goods supplied pursuant to the Order, including in sufficient detail to satisfy applicable trade preferential or customs agreements, if any.
36. **INDEPENDENT CONTRACTORS.** Seller and Buyer are independent contractors only and are not partners, master/servant, principal/agent or involved herein as parties to any other similar legal relationship with respect to the transactions contemplated under the Order or otherwise, and no fiduciary, trust, or advisor relationship, nor any other relationship imposing vicarious liability shall exist between the parties under the Order or otherwise at law.
37. **NO THIRD-PARTY BENEFICIARIES.** The Order is solely for the benefit of, and shall inure to the benefit of, Buyer and Seller, and shall not otherwise be deemed to confer upon or give to any third party any right, claim, cause of action or other interest herein.
38. **SEVERABILITY.** The invalidity or unenforceability of any provision of the Order shall not affect the validity or enforceability of its other provisions.
39. **CONFIDENTIALITY.** All information that Seller acquires from Buyer hereunder, directly or indirectly, and all information that arises out of the sale of the Goods or Services hereunder, concerning such Goods, Services, and/or proprietary processes involved, including without limitation, information concerning Buyer's current and future business plans, information relating to Buyer's operations, know-how, and other Buyer-furnished information shall be deemed Buyer's "Proprietary Information." Seller (a) shall hold Buyer's Proprietary Information in strictest confidence, (b) shall not disclose it to others, (c) shall use it solely for purposes of this Agreement and (d) shall, upon Buyer's request, either promptly deliver to Buyer all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Buyer's option, destroy such Proprietary Information and provide Buyer certification of such destruction. Seller shall not disclose to third parties

any information regarding Buyer or its business or its customers, including the existence and terms of any given Order, or use such information itself for any purpose other than performing the given Order, without Buyer's prior written approval. Seller shall not use Buyer's name or any of Buyer's trademarks or copyrights in any advertising or publicity without Buyer's prior written approval. The obligations under this Section shall survive the expiration or termination of this Agreement.

40. **WAIVER OF CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE FOR LOSS OF PROFITS, BUSINESS, REVENUES, ANTICIPATED SAVINGS, OR OTHER SIMILAR LOSS (WHETHER DIRECT OR INDIRECT) OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE, REGARDLESS OF CAUSE.
41. **MISCELLANEOUS.** The captions and section headings set forth in the Order and Terms and Conditions are used for convenience only and shall not be used in defining or construing any of the terms and conditions set forth in the Order and the Terms and Conditions. The term "days", as used herein, shall mean actual days occurring, including, Saturdays, Sundays and holidays where banks are authorized to be closed in the city where Seller's chief executive office is located. The term "business days" shall mean days other than Saturdays, Sundays and holidays where banks are authorized to be closed in the city where Seller's chief executive office is located. The term "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific items immediately following it. Unless the context indicates otherwise, words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, association, partnerships and corporations, including public bodies and governmental entities, as well as natural persons, and words of masculine gender shall be deemed to include correlative words of the feminine gender and vice versa as the circumstances may require.

[End of General Terms and Conditions of Purchase]