

TERMS AND CONDITIONS FOR PURCHASE OF GOODS OR SERVICES

1. Terms of Offer, Acceptance and Contract Formation

(a) If preceded by Buyer's request for quote and Seller's submission of an unconditional offer in response thereto, which incorporates and contains only the terms and conditions herein set forth, this Purchase Order, including the face-page(s) hereof ("Purchase Order"), constitutes Buyer's acceptance of such offer.

(b) Otherwise, this Purchase Order constitutes Buyer's offer to buy goods, and is expressly conditioned on Seller's assent to and acceptance of all terms and conditions set forth herein, as well the terms and conditions that may be set forth on the face page(s) hereof, and without any additional or different terms. Any additional or different terms proposed by Seller are rejected and excluded.

(c) Seller may only accept this Purchase Order as stated in the preceding Section by one of the following methods: (i) sending Buyer a signed copy of this Purchase Order; (ii) sending Buyer some other written and signed acknowledgement of acceptance; or (iii) commencing performance strictly in accordance with the terms of this Purchase Order and within a reasonable time from the date hereof. If Seller objects to any term hereof or proposes any additional or different terms, whether or not material, Seller must give Buyer written notice stating any such objections and/or proposed additional or different terms before commencing performance, and no acceptance of this Purchase Order can occur until such objections and/or proposals are either withdrawn by Seller or settled by written agreement signed by Buyer and Seller.

(d) This Purchase Order may be revoked by Buyer at any time prior to receipt by Buyer of an effective acceptance in accordance with Section 1(c) hereinabove.

2. Term of Purchase Order

The term and duration of this Purchase Order is the period stated on the face-page(s) hereof (the "Term"). The Term will commence on the issue date of the Purchase Order.

3. Invoices

(a) Seller shall submit invoices to Buyer only after Seller's delivery of all goods and/or completion of all services (collectively referred to hereinafter as the "Goods") as set forth in the face page(s) of this Purchase Order. Each such invoice shall be submitted by Seller to Buyer by electronic and/or other hard-copy form at the email address and/or bill-to location as stated on the face page(s) hereof and shall include: (i) this Purchase Order number, (ii) an itemization of the specific Goods provided by Seller; (iii) the applicable date of delivery for all such Goods; (iv) an itemization of the respective unit prices, if applicable, for which payment or partial payment is invoiced; (v) the total invoice amount; and (vi) the location to which the Goods have been delivered.

(b) If Seller is providing Goods to Buyer under more than one purchase order, each such purchase order shall be invoiced separately.

4. Payment

(a) Except as otherwise mutually agreed between Buyer and Seller in writing, Buyer shall use commercially reasonable efforts to pay the purchase price as stated on the face page(s) of this Purchase Order for all Goods provided by Seller to Buyer hereunder within forty-five (45) days following the later of: (i) the date of delivery; or (ii) the date of Buyer's actual receipt from Seller of an invoice conforming to the requirements set forth in Section 3 hereinabove.

(b) If Buyer disputes the amount of any invoice and gives Seller written notice thereof, Buyer may deduct the amount in dispute from the amount of such invoice. Buyer also may set-off and deduct from any invoice or other amount owed to Seller (including its subsidiaries and affiliates) hereunder any amounts that Seller owes to Buyer (including its subsidiaries and affiliates) under this Purchase Order or any other agreement.

5. Taxes

Seller's prices for the Goods shall exclude any Federal, State or Local sales, use or excise tax levied upon, or measured by the sale, the sales price or use of the Goods. Any such taxes shall be listed separately on the Seller's invoice. Tax exemption certificates or other evidence of exemption, when furnished by Buyer, shall be accepted by Seller in lieu of such taxes.

6. Warranties

(a) Quality of Services. Seller warrants and represents to Buyer that all services (the "Services") required to be performed by Seller pursuant to the face page(s) hereof shall: (i) be performed in a good and workmanlike manner in accordance with professional industry standards (with the level of skill, knowledge and judgment required or reasonably expected of providers of comparable Services), (ii) meet the terms of this Purchase Order and (iii) shall be free from defects. This warranty for quality of Services shall be effective for a period of two (2) years following the date of completion of such Services.

(b) Quality of Goods. Seller warrants and represents to Buyer that title to all Goods will pass to Buyer free and clear of any claim or lien of any third person asserting through or against Seller. Seller further represents and warrants that each item or unit of Goods provided pursuant to this Purchase Order shall: (i) strictly conform to the requirements of this Purchase Order, as well as all applicable drawings, specifications, samples and/or descriptions, whether furnished by Seller or Buyer, (ii) be free from all defects in workmanship, materials and design, (iii) be merchantable, (iv) be fit, suitable and usable for its intended purpose and use, and (v) be new and unused. Unless otherwise mutually agreed between the parties in writing, no surplus, rebuilt, reconditioned and/or used Goods shall be provided. This warranty for quality of Goods shall be effective for a period of two (2) years following the date of delivery of such Goods to Buyer.

(c) Warranty Claims. Upon receipt of oral or written notice from Buyer of a warranty claim relating to the Goods, Seller shall, upon the sole discretion of Buyer and at Seller's sole cost and expense: (i) take down, remove, correct or re-perform any Services or portion of the Services that fail to conform to the warranties herein; and (ii) promptly repair or replace all Goods that fail to conform to the warranties herein. Seller shall also perform, at Seller's sole cost and expense, such tests as Buyer may require to verify that the repairs or replacements comply with the requirements of this Purchase Order. If Seller fails within a reasonable time or refuses to repair or replace Goods or Seller fails or refuses to correct or re-perform any Services as required by Buyer, Buyer may, at its sole discretion, take such remedial action as Buyer deems appropriate with respect to such defective or non-conforming Goods, including, but not limited to, Buyer's right to set-off under Section 4(b) hereinabove.

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7. Receipt; Inspection

(a) Buyer may inspect and test all Goods delivered to the ship-to location or other location at Buyer's discretion. Buyer may accept and retain, reject and/or revoke acceptance, of any or all Goods, as Buyer elects, which are delivered at the designated location: (i) in a quantity which is either less than or more than the authorized quantity as stated in the face pages(s) hereof; (ii) either before or after the due date or time, or (iii) in a condition or manner that fails to conform to any requirement of this Purchase Order. Buyer may also reject and/or revoke acceptance of Goods which are incorporated in products and sold to third persons, and, thereafter, are discovered to be defective or non-conforming.

(b) Seller will pay to Buyer all handling, sorting, packing, transportation (including in-bound and out-bound freight charges), and other expenses which Buyer incurs in connection with any Goods returned to Seller. If Buyer elects to retain any defective or non-conforming Goods to support immediate production needs, Seller will promptly pay or reimburse to Buyer all costs incurred in correcting such defective or non-conforming condition.

(c) Buyer's payment for Goods shall not constitute acceptance of such Goods and shall not be considered as evidence of Seller's satisfactory performance hereunder, either in whole or in part, nor shall any payment be construed as acceptance by Buyer of any defective or non-conforming Goods.

8. Intellectual Property

(a) Patents. Except for Goods manufactured specifically to Buyer's proprietary design specifications, Seller warrants to Buyer that the sale or use of Goods or any part thereof or any device or product incorporating same will not infringe any U.S. Patent. Seller hereby grants to Buyer an unrestricted and royalty-free right and license under each U.S. Patent owned and/or controlled by Seller to use and sell Goods delivered hereunder, including the right to modify and reconstruct same.

(b) Trade Secrets. All patterns, designs, drawings, specifications, bills of material, manufacturing documentation, quality control procedures, plans and other materials which Buyer provides to Seller in connection with this Purchase Order whatever the form, whether printed, documentary, electronic media or otherwise, are confidential, will be deemed to contain trade secrets and will be and remain the property of Buyer. Seller will hold all such property in confidence; will not use such property for any purpose, except the production and delivery of Goods hereunder; and will use all reasonable efforts not to disclose same to any third person, except to suppliers of materials and services that Seller requires to perform its obligations hereunder and Seller's other authorized agents or representatives.

(c) Copyrights. Any material which Seller is required to prepare for use by or deliver to Buyer hereunder and which may be copyrighted will be deemed a "work made for hire" and all rights thereto will belong to Buyer (the "Copyrights"). If such Copyrights are not deemed to be "works made for hire" under 17 U.S.C. §101, Seller hereby transfers and assigns to Buyer, and Buyer hereby accepts all right, title and interest in and to all such Copyrights. Upon Buyer's request, Seller will immediately deliver all materials and information relating to the Copyrights to Buyer, including any modifications thereto made by Seller, in accordance with Buyer's reasonable instructions.

(d) Trademarks. The names and trademarks of each party and its affiliates will remain the sole and exclusive property of that party or its affiliate. A party will not use any name or trademark of the other party or any of its affiliates for any purpose whatever without the owner's prior written authorization. The preceding sentence notwithstanding, Buyer may resell any Goods, whether alone or as a part of another product, which Seller provides hereunder and bears the trade name, trademark and/or trade dress of Seller.

9. Indemnification and Insurance

(a) Indemnification. Seller agrees to indemnify, save harmless and defend Buyer and Buyer's directors, officers, employees and agents from and against all claims, demands, damages, costs, losses, liabilities, causes of action, suits, fines, penalties and expenses (including reasonable attorneys' fees through final appeal), whether at law, in equity, or administrative in nature, in any manner arising out of, resulting from, related to, caused by or in connection with: (i) this Purchase Order, (ii) Seller's breach of this Purchase Order, (iii) personal injury or death, (iv) property damage and/or (v) violation of federal, state or local law, executive order, regulation, rule or ordinance pertaining to the Goods. Nothing herein shall be construed as making Seller liable for any injuries, deaths or damage caused by the sole negligence of Buyer.

(b) Insurance. Seller shall obtain and maintain, and require its subcontractors to obtain and maintain, the following policies of insurance during the Term hereof:

(i) Comprehensive general liability insurance (including premises and operations, completed products and contractual liability) with limits of at least (A) \$2 million per occurrence and \$4 million in aggregate, (B) umbrella liability insurance with limits reasonably satisfactory to Buyer, and (C) such other levels of insurance as may be adequate to cover any consequential damages arising as a result of its Seller's sale of Goods to Buyer hereunder and Buyer's incorporation of such goods into its products and sale thereof. Within thirty (30) days of any material change and/or upon Buyer's request, Seller will provide proof of such insurance to Buyer and name Buyer and its subsidiaries and affiliates as additional insureds under each such policy of insurance.

(ii) Workers compensation as required by the statutory benefit laws of the state where the Goods are manufactured and also where the Services are to be performed.

10. Changes, Suspension, or Cancellation

Buyer may change, suspend delivery, or cancel the specifications or quantities of Goods ordered at any time or from time to time by written notice to Seller, in such event Buyer shall be responsible only for the actual costs incurred by Seller as a result of such change and Seller shall not be entitled to anticipatory profits and/or consequential damages.

11. Delivery

Delivery is to be made as provided for on the face page(s) of the Purchase Order or, if not so provided for, within reasonable time. If a specific time for delivery is provided, time shall be of the essence. In the event of a failure of timely delivery, Buyer may terminate the Purchase Order immediately; provided that, Buyer shall not be entitled to terminate this Purchase Order for Seller's failure to timely deliver the Goods to Buyer if such failure is the direct and proximate result of a force majeure event including fire, acts of God, wars or riots. In the event of termination for failure of timely delivery, Buyer shall not be liable to Seller.

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12. Passage of Title and Risk of Loss

Unless otherwise mutually agreed between the parties in writing, title and risk of loss for each item of Goods shall pass to Buyer upon delivery of such Goods to Buyer.

13. Transportation and Packaging

All Goods ordered hereunder shall be shipped F.O.B. Buyer's plant, and shall be routed, packaged and marked in accordance with Buyer's instructions. All shipments shall contain packing documentation describing the material, including a description of the items, quantity and Purchase Order number.

14. Tooling and Materials

All specifications, drawings, materials, dies, patterns, fixtures, tooling, and special purpose manufacturing aids (collectively referred to hereinafter as the "Tooling") supplied by Buyer to Seller in connection with Seller's manufacture of the Goods or performance of the Services shall be treated as confidential information and shall be maintained in suitable condition at the expense of the Seller. The Tooling is and shall remain the exclusive property of Buyer, which shall be held on consignment by Seller and to be insured while in Seller's possession. The Tooling shall be returned to Buyer at any time upon request and shall not be used for any other purpose or on behalf of any third-party without Buyer's written permission.

15. Compliance with Laws

(a) Seller and all Goods hereunder shall comply with all applicable federal, state and local laws, executive orders, rules, regulations and ordinances applicable to the manufacture, labeling, transport and/or use of the Goods, as well as the performance of the Services ("Laws"). Seller shall indemnify, save harmless and defend Buyer from any liability resulting from Seller's failure of compliance with the Laws.

(b) If any of the Goods furnished pursuant to this Purchase Order are designated by any applicable Laws as hazardous or toxic, either in the form to be furnished or as waste upon disposal, Seller shall notify Buyer and propose a nonhazardous or nontoxic alternative if such an alternative exists. Further, Seller will promptly provide to Buyer any information that Seller is required to provide under the Laws concerning any substance deemed hazardous or toxic, including, but not limited to (i) material safety data sheets, and (ii) written descriptions of any such substance, the hazards associated with the handling or use thereof, the precautions to be exercised in connection therewith, any action to be avoided, and the procedures for responding to emergencies likely to arise from improper handling or use of any such substance. Additionally, Seller will package, label, mark and transport any such substance in compliance with all applicable Laws.

(c) In performing the work hereunder, Seller will comply with all applicable provisions of Presidential Executive Order No. 11246, as amended, all provisions of which are incorporated herein by reference.

16. Remedies.

The remedies herein specified are in addition to, and not in limitation of, any other remedies available to Buyer or Seller at law or in equity.

17. Governing Law; Arbitration of Claims and Related Disputes

(a) Governing Law. This Purchase Order shall be governed by and construed according to the laws of the State of Ohio.

(b) Arbitration. Buyer and Seller will seek to resolve all claims and disputes concerning the construction, interpretation, and/or application of the provisions of this Purchase Order by informal discussion. If any such claim is not resolved to the satisfaction of the claimant, such party will either discontinue making the claim or submit it and related dispute(s) to arbitration by a single arbitrator in the Cleveland, Ohio metropolitan area pursuant to the rules of the American Arbitration Association applicable to commercial matters. The parties will have all rights to pretrial discovery provided under the Ohio Rules of Civil Procedure and the Ohio Arbitration Act.

(i) The arbitrator will have authority to hear and decide in the same proceeding all issues related to such claim and related disputes, including any counterclaims asserted by the other party which concern the construction, interpretation, and/or application of the provisions of this Purchase Order, and award any damages and other relief provided under this Purchase Order or by law, except punitive damages. The arbitrator will base any decision and award on the provisions of this Purchase Order or, absent an applicable provision, the Ohio Uniform Commercial Code, and the facts presented at the hearing. Any court having jurisdiction, including any state or federal court in Ohio, may confirm the award and enter judgment thereon.

(ii) Each party will pay one-half (1/2) of the fees and expenses of the arbitrator and charges for the hearing room. Except as provided in the preceding sentence, each party will bear any expenses it incurs in connection with the arbitration of any claim.

18. Non-Waiver

The failure of Buyer to demand strict performance of the terms of, or to exercise any right conferred in, this Purchase Order shall not be construed as a waiver or relinquishment of its right to assert or rely upon any such term or right in the future, or consent to any continuing or subsequent failure or breach.

19. Entire Agreement; Modification

(a) This Purchase Order, together with all exhibits, attachments and incorporated references, is the entire agreement between Buyer and Seller regarding the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings, whether written or oral. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition or instruction used in this Purchase Order, nor shall same be deemed to effect any amendment hereto.

(b) This Purchase Order may be modified only by a writing signed by an authorized representative of each party. Except as expressly set forth herein, no representative of Buyer has the authority to make any representation or warranty to Seller in respect of this Purchase Order, which is not reduced to writing, signed by both parties and incorporated by reference or otherwise into this Purchase Order. In entering into this Purchase Order, Seller affirms that it is not relying on any representation or other assurance by Buyer or any of its representatives, which is not set forth in writing and expressly incorporated herein.

20. Personnel servicing this Purchase Order must be competent to meet the requirements of ISO 9001 and ISO 17025 where applicable.