

PURCHASE ORDER TERMS AND CONDITIONS

Agreement The obligations of the parties with respect to the purchase and sale of the goods identified in this Purchase Order and the agreement resulting thereby shall be governed solely by the terms and conditions contained on the front and back of this Purchase Order and such terms and conditions supersede any prior discussions, writings, sales proposals, offers, representations, and the like, between the parties. Any proposal for additional or different terms and conditions shall not become a part of this Purchase Order unless expressly agreed to in writing by the parties.

Acceptance This Purchase Order shall be deemed accepted by Seller upon the occurrence of any of the following: (i) Seller's written acceptance conveyed to Purchaser; or (ii) the earlier of Seller's commencement of work on the goods which are the subject to this Purchase Order or the shipment of such goods.

Termination by Purchaser Purchaser shall have the right to terminate this Purchase Order in whole or in part, by providing Seller with written notice of such termination. In such event, Seller shall immediately stop all work hereunder and shall immediately notify and cause any of its suppliers or subcontractors to cease such work. Upon termination by Purchaser, Seller's sole remedy shall be the payment by Purchaser of a reasonable termination charge consisting of a percentage of the price of the goods equal to the percentage of work performed by Seller, its suppliers or subcontractors, prior to receiving notice of termination. Purchaser shall not be responsible for any costs incurred by Seller, its suppliers or subcontractors, after receipt of notice of termination, nor for any incidental or consequential damages which result from termination.

Termination for Cause Purchaser may also terminate this Purchase Order or any part hereof for cause in the event of any default by Seller, or if the Seller fails to comply with any of the terms and conditions of this Purchase Order. "Cause" shall include but shall not be limited to late deliveries, deliveries of products which are defective or which do not conform to the Purchase Order, and failure to provide Purchaser, upon request, with reasonable assurances of future performance. In the event of termination for cause, Purchaser shall not be liable to Seller for any amount, and Seller shall be liable to Purchaser for any and all damages sustained by reason of the default which gave rise to the termination.

Propriety Information - Confidentiality - Advertising Seller shall consider all information furnished by Purchaser to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this contract, unless Seller obtains written permission from Purchaser to do so. This paragraph shall apply to drawings, specifications, or other documents prepared by either Seller or Purchaser in connection with this Purchase Order. Seller shall not advertise or publish the fact that Purchaser has contracted to purchase goods from Seller, nor shall any information relating to the Purchase Order be disclosed without Purchaser's written permission. Except as otherwise specifically provided for herein, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Purchaser shall be deemed secret or confidential.

Warranty Seller expressly warrants that all goods or services furnished under this Purchase Order shall conform to all specifications and appropriate standards, will be new, will be free from defects in material or workmanship, will conform to any statements made on the containers or labels or advertisements for such goods or services, that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Purchaser intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose. Seller further warrants that goods or services furnished will conform in all respects to samples. Inspection, testing, acceptance or use of the goods or services furnished hereunder by Purchaser shall not affect the Seller's obligation under this warranty, and such warranties shall survive such inspection, testing, acceptance and use. Seller's warranty shall run to Purchaser, its successors, assigns, customers and users of products sold by Purchaser. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Purchaser, when notified of such nonconformity by Purchaser, provided Purchaser elects to provide Seller with the opportunity to do so. In the event of failure of Seller to correct defects in or replace nonconforming goods or services promptly, Purchaser, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred by Purchaser in doing so. Seller shall also be responsible for any incidental or consequential damages incurred by Purchaser as the result of the breach of any of Seller's warranties.

Price Warranty Seller warrants that the prices for the articles sold Purchaser hereunder are not higher than those currently extended to any other customer for the same or similar articles in similar quantities. In the event Seller reduces its prices for such article during the term of this Purchase Order, Seller agrees to reduce the prices hereof correspondingly. Seller warrants that prices shown on the Purchase Order is complete. Such additional charges include, but are not limited to and includes, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating and insurance.

Force Majeure Purchaser may delay delivery or acceptance occasioned by causes beyond its control. Seller shall hold such goods at the direction of the Purchaser and shall deliver them when the cause affecting the delay has been removed. In such event Purchaser shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this Purchase Order at Purchaser's request. Causes beyond Purchaser's control shall include, but shall not be limited to, government action or inaction, transportation, accident, civil or military authority, insurrection, acts of God, strike or other labor trouble, fire or unusably severe weather.

Patent and Trademark Indemnification Seller shall indemnify, defend and hold Purchaser harmless from any and all costs (including attorney's fees) damages or other expenses or assessments, which are incurred by Purchaser and which result from any claim of any nature for patent or trademark infringement with regard to goods sold by Seller to Purchaser hereunder.

Insurance Seller shall maintain at its expense with a reputable insurance company and in such minimum amounts as are acceptable to Purchaser, comprehensive liability insurance under which Purchaser shall be named an additional insured, which insurance shall apply to the goods sold by Seller to Purchaser under this Purchase Order.

Indemnification Seller shall indemnify, defend and hold Purchaser harmless from any and all claims of any nature, causes of action, or otherwise, damages, costs (including attorney's fees) or other charges of any nature arising out of or in any way pertaining to this Purchase Order and the goods sold by Seller to Purchaser under this Purchase Order.

Changes Purchaser shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost, or the time required for the performance, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.

Access to Seller's Premises: Inspection and Testing Upon written notice given by Purchaser, reasonably in advance of the date requested for access, Seller shall permit Purchaser to have access to the premises of Seller and of any vendors and subcontractors of Seller, for the purposes of determining the progress of the work, observing the condition of the Goods, and of inspecting and testing the Goods. Any expediting efforts made by Purchaser shall not relieve Seller of any of its obligations as to the time of delivery specified in the Contract Documents; and any inspection or failure to inspect by Purchaser shall not relieve Seller of any responsibility or liability with respect to the Goods, nor be interpreted in any way to imply acceptance thereof by Purchaser. Seller will also allow inspection by Purchaser's customer with advance written notice.

Assignments and Subcontracting. No part of this Purchase Order may be assigned or subcontracted without the prior written approval of Purchaser.

Setoff All claims for money due or to become due from Purchaser to Seller under this Purchase Order shall be subject to Purchaser's right to setoff from payment of such money that amount of money, if any, owed by Seller to Purchaser pursuant to Seller's obligation to indemnify Purchaser or any other obligation owed by Seller to Purchaser pursuant to this Purchase Order.

Shipment All goods sold pursuant to this Purchase Order will be adequately contained, packaged, marked and labeled by Seller. If in order to comply with Purchaser's required delivery date it becomes necessary for Seller to ship by a more expensive way than specified in this Purchase Order, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such rerouting or expedited handling has been caused by Purchaser. Goods shall be shipped by Seller to Purchaser F.O.B. Purchaser's plant. Risk of loss to such goods shall not pass from Seller to Purchaser until acceptance thereof by Purchaser.

Waiver Purchaser's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser's waiver or any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

Delivery Time is of the essence of this Purchase Order, and if delivery of goods or rendering of services is not completed by the time promised, Purchaser reserves the right without liability in addition to its other rights and remedies to terminate this contract by notice effective when received by Seller as to items not yet shipped or services not yet rendered and to purchase substitute goods or services elsewhere and charge Seller with any loss incurred.

Title Seller warrants that on delivery of the goods, Purchaser will receive good title to the goods and services, free and clear of all liens and encumbrances and that all goods and services will be free from any actual or claimed patent, copyright or trademark infringement. These warranties are in addition to any warranties implied by law or otherwise made by Seller and will survive acceptance and payment by Purchaser.

Remedies The rights and remedies herein reserved to Purchaser are cumulative and in addition to any other or further rights and remedies available at law or in equity.

Governing Law This Purchase Order and all transactions between Purchaser and Seller will be governed by and construed in accordance with the internal laws of the State of Ohio.

Limitation on Purchaser's Liability - Statute of Limitations In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this Purchase Order or from the performance or breach hereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

Packing Lists and Invoices All packing lists and invoices must show Purchase Order number, Purchaser's part number and be in the units of measure shown on Purchase Order. Any deviations will result in late or non-payment of invoice until deviations are resolved.

Rev.1 10/7/96