

Purchase Order Terms and Conditions
(Form 0319-02 4/17/09)

The term "goods" refers to all materials, supplies, equipment, parts, accessories, ingredients and other items to be sold or leased to Buyer hereunder, and unless the context otherwise requires, shall also include installation and other services related to the goods which Seller has agreed to provide. The term "services" refers to all services of any nature whatsoever ordered or required by Buyer hereunder, whether or not in connection with the purchase of goods.

1. Acceptance and Applicable Terms: Upon receipt by Buyer of an express acceptance by Seller, shipment of goods, or the commencement of a service, this Purchase Order (this "Order") shall become a contract with the terms and conditions herein set forth, including all provisions set forth on the face of this Order. Any term or condition previously or subsequently stated by Seller regarding this Order shall be considered to be a proposal for addition to the contract and shall not become part of the contract unless specifically accepted in writing by Buyer. This Order is limited to the terms and conditions specified on the face and reverse of this document and any attachments made hereto by Buyer. Buyer does not agree to any proposed addition, alteration or deletion by Seller and Buyer's failure to object to any such addition, alteration or deletion shall not be deemed a waiver of the terms and conditions set forth herein. These terms and conditions can be varied only by a writing signed by Buyer. Any statement or writing of Seller shall not alter, add to or otherwise affect these terms and conditions. If this Order has been issued by Buyer in response to Seller's offer, the issuance of this Order by Buyer shall constitute an acceptance of Seller's offer subject to the express conditions that Seller assents to the additional, different and conflicting terms and conditions in this Order and acknowledges that this Order constitutes the entire agreement between Seller and Buyer with respect to the subject matter hereof and the subject matter of Seller's offer. Seller shall be deemed to have so assented upon the shipment of goods by Seller or the beginning of performance of services by Seller. This writing does not constitute a firm offer within the meaning of Section 1302.08 of the Ohio Revised Code, and may be revoked at any time prior to acceptance. Buyer reserves the right to reschedule any delivery or cancel any purchase order issued at anytime prior to shipment of the goods or prior to commencement of any services. Buyer shall not be subject to any charges or other fees as a result of such cancellation.

2. Delivery: Time is of the essence in the performance of this Order. Goods shall be delivered as specified on the face of this Order. Delivery of goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. If dates are not specified on this Order, Seller shall procure materials, fabricate, assemble and ship goods or provide services only as authorized by shipment releases Buyer issues to Seller. If no method of shipment is specified in the Order, Seller shall use the least expensive carrier. Shipments must equal the exact amounts identified in the Order and no partial shipments, changes or substitutions in specifications may be made without Buyer's prior written consent. In the event Seller fails to deliver the goods within the time specified, Buyer may, at its option, decline to accept the goods and terminate the Agreement or may demand its allocable fair share of Seller's available goods and terminate the balance of the Order. Buyer's acceptance of late shipments or partial shipments shall not constitute a waiver of any of Buyer's rights to collect damages for goods not delivered or for late delivery. Seller shall report to Buyer any delays in a schedule immediately as they become known to Seller. Buyer reserves the right to cancel this Order and effect cover if Seller cannot comply with the schedule(s) indicated on this Order. Buyer may return over shipments to Seller at Seller's expense for all packing, handling, sorting and transportation. Buyer may from time to time, and with reasonable notice, suspend schedules specified in the Order or such shipment releases. Unless otherwise specified, the goods Seller sells to Buyer shall be (a) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular goods and in accordance with applicable regulations, and (c) adequate to insure safe arrival at the named destination. Seller agrees to mark all containers with necessary lifting, handling, and shipping information. Invoice and bill of lading or other notice containing complete shipping information must be mailed at time of shipment. Buyer's order number must be shown on all packages, invoices and correspondence. If it becomes necessary for Seller to ship by a more expensive mode than specified on the face of this Order in order to meet a schedule, Seller shall pay any resulting premium transportation cost unless Seller can establish to Buyer's satisfaction that the necessity for the change in routing is occasioned by force majeure events.

3. Risk of Loss: Regardless of the method of shipment used, risk of loss for all goods specified in this Order shall be as specified on the face of this Order.

4. Inspection: Buyer may inspect and reject all nonconforming goods and services within a reasonable period of time after delivery. Buyer may choose, at Seller's risk and expense, to either hold nonconforming goods pending Seller's instructions or ship them to Seller's address first shown on the face of this Order. Use of a portion of the goods for the purpose of testing shall not constitute an acceptance of the goods. In addition to Buyer's other rights, Buyer may charge

Seller all expenses of unpacking, examining, repacking, and reshipping such goods. Payment for goods on this Order prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Buyer may have against Seller.

5. Price: Prices shall be firm and not subject to adjustment or variation unless specifically approved in writing by Buyer. If no price is shown, Seller must notify Buyer of the price and Buyer's acceptance must be obtained in writing before filling the Order. Except as otherwise provided herein, the prices include all costs and charges to be incurred by Seller, including, without limitation, installation and other service charges, all applicable federal, state and local taxes and duties, all wages and fees for services and materials, all charges for transportation, packing, packaging and returnable containers, all costs of design, engineering and development, and all costs for tooling, gauges, jigs, fixtures, dies, molds, patterns, and similar property that may be obtained or required by Seller for use in the manufacture, fabrication or assembly of the goods or performance of the services called for by this Order. Pricing is inclusive of all applicable taxes, freight, packaging, insurance, handling and all other charges, whether similar or dissimilar, unless otherwise indicated on the face of this Order. Unless another currency is specified on this Order, all monetary amounts are deemed to be expressed in U.S. dollars.

6. Invoices: Invoices must be issued in arrears and must reference the Order number, item number, description of items, sizes, quantities, unit prices and extended totals. Taxes, if any, that are to be collected by Seller, shall be stated separately and shall be remitted by Seller to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable Buyer to obtain appropriate credit for any taxes charged. Seller shall also separately state shipping costs, duties, customs, tariffs, imposts and government imposed surcharges on Seller's invoice. Each invoice submitted by Seller must be provided to Buyer within ninety (90) days of completion of the services or delivery of goods. Buyer will receive a 2% discount of the invoiced amount for all invoices that are submitted more than ninety (90) days after completion of the services or delivery of the goods. Seller's submission of an invoice shall give rise to a presumption that the charges are the full amount Seller is due for the goods or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Seller may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to Buyer that establishes the validity of Seller's claim for underpayment. If an invoice, supplemental invoice or supporting documentation are not furnished within one (1) year after the date goods are delivered or services are completed, or three (3) months after the date of submission of the original invoice, the claim shall be conclusively presumed waived.

7. Payment: Unless otherwise specified on the face of this Order, Buyer shall receive a two percent (2%) discount on each invoice paid within ten (10) days after receipt of a correct invoice and shall pay all other invoiced amounts within sixty (60) days after receipt of a correct invoice. Buyer's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. Payment is made when Buyer's remittance notice is transmitted. Payment shall not constitute acceptance. All payment terms will be calculated based upon date of invoice and payment terms will be considered satisfied based upon the date of the remittance notice. Buyer shall receive invoices within three (3) business days of invoice date.

8. Taxes: Seller agrees to assume exclusive liability under all laws that impose taxes or other exaction on the manufacture or sale of the goods to be furnished hereunder or any component part thereof, or on any process or labor involved therein, or on any services to be rendered by Seller, and to pay any and all such taxes except for sales, use, retailers occupation, service occupation, excise, ad valorem, value added, or consumption taxes imposed by any governmental authority for the purchase of the goods Seller supplies, which Seller is required by law to collect from Buyer. Prices shall not include any taxes for which Seller can obtain, or Buyer can furnish, an exemption.

9. Warranties: (a) Seller warrants that it will diligently perform its services to the highest degree of workmanship and that all goods and services shall be free from defects in workmanship and material and shall be in conformity with specifications, designs, drawings, samples, advertising materials, descriptions or performance criteria referred to herein, if any, and if Seller's design, shall be free from design defects. Seller further warrants that, unless otherwise agreed, all goods shall be new and merchantable and that all goods and services shall be fit for Buyer's particular purposes. Seller warrants that it has good title to the items to be sold to Buyer and Buyer shall obtain good title to such goods free of all liens. Seller warrants that the sale of goods and performance of services under this Order will not conflict with, or be prohibited by, any other agreement or statutory restriction to which Seller is bound. Seller warrants that the goods, services and production, packaging and delivery thereof, shall be in compliance with all applicable federal, state and local laws, rules, regulations, ordinances and orders, including without limitation, all provisions of (i) the Occupational Safety and Health Act of 1970, as amended, (ii) the Federal Food, Drug and Cosmetic Act, as amended, (iii) Fair Labor Standards Act, as amended, (iv) Title 42 U.S.C. § 2000, et seq., as amended, (v) the Toxic Substance Control Act, (vi) the laws known as the Toxics in Packaging Act as originally promulgated by the Coalition of Northeastern Governors and similar laws and regulations, where enacted, (vii) the Immigration Reform and Control Act, as amended; (viii) all generally

accepted industry standards such as the ASME or ANSI standards that may be applicable; (ix) laws affecting the export and import of goods, and (x) all rules, regulations, ordinances and orders under the foregoing. Seller agrees that it will make spare parts available to Buyer for a period of five (5) years from the date of shipment of goods at Seller's then current price, less applicable discounts. For goods and services delivered in the state of California, this Order and the goods and services delivered hereunder must be in compliance with the Safety Orders of the State of California Division of Industrial Safety and Proposition 65. On request or as required by applicable law, Seller shall furnish Buyer certificates of compliance with all applicable laws, orders and regulations of the federal or any state or municipal government or agency thereof, which apply to this Order. Seller shall, at time of delivery or invoicing, certify that goods sold hereunder were manufactured or produced in full compliance with Section 12 of the Fair Labor Standards Act, as amended, to the date of certification and all applicable United States Department of Labor Regulations promulgated thereunder. Seller shall furnish Buyer with a Material Safety Data Sheet (MSDS OSHA Form 20) disclosing all potentially hazardous substances in any goods which Seller sells or offers for sale to Buyer. Potentially hazardous substances shall include, but shall not be limited to, those substances regulated under 29 CFR 1910.1200. Seller shall label containers and package all goods in accordance with the labeling laws of the state to which such goods are shipped. (b) Seller agrees: not to discriminate against its employees because of race, color, religion, sex or national origin; the clause set forth in 41 CFR 60741.4 is a part of this Order by reference to the extent applicable; to comply with all applicable Federal laws, regulations, orders and rules pertaining to a subcontractor under a government contract including the requirements of (i) 52.22226, Equal Opportunity (Executive Order 11246), (ii) 52.22235, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212) (for subcontracts or purchase orders in excess of \$100,000), and (iii) 52.22236, Affirmative Action for Workers with Disabilities (29 U.S.C. 793) (for subcontracts or purchase orders in excess of \$10,000); and to certify such compliance in the form requested by Buyer to comply with its obligations as a supplier to the government. (c) It is Buyer's intention not to purchase any goods that contain asbestos or asbestos components in the goods to be supplied by Seller. Seller warrants that all goods to be supplied by Seller under this Order are free of asbestos, except to the extent that such asbestos is specifically identified in writing by Seller and specifically accepted in writing by Buyer. (d) Seller further warrants that Buyer shall have the right to use and sell all work product and goods provided hereunder and that Seller has full power to enter into, and to perform fully pursuant to the provisions of, this Order and that no goods or services or the provision, use or sale thereof shall in any way infringe upon or violate any rights of any party whether they be patent, trademark, trade secret, copyright, contractual or otherwise. (e) All express warranties shall survive inspection, testing, and acceptance of the goods by Buyer and expiration or termination of this Order and shall be in addition to all warranties, express, implied or statutory. (f) All warranties shall inure to Buyer, its customers and subsequent owners or consumers of the goods or services covered hereunder or the end products of which they are a part. (g) All warranties shall be construed as conditions as well as promises.

10. Indemnification: To the extent permitted by law, Seller agrees to indemnify, hold harmless, and at Buyer's request, defend Buyer, its officers, directors, customers, agents and employees (collectively, "Indemnified Parties") from and against any and all claims, losses, liabilities, damages, and expense, including attorneys fees and costs of litigation in defense or enforcement of this provision sustained by any of the Indemnified Parties on account of any breach of contract or warranty, negligence, strict liability or other tort, damage to operation, financial claims, infringement of patents or other intellectual property rights, property damage or personal injury (including death resulting therefrom) sustained or alleged to have been sustained by any person or persons, including but not limited to employees of Buyer, Seller and subcontractors, arising out of or in any way connected with or attributable to the performance or nonperformance of this contract by Seller, its subcontractor(s) and their respective employees and agents, or defects in goods, material or equipment furnished hereunder, except to the extent that the separate intervening negligence of Buyer is the sole and proximate cause of such loss, liability or expense. Seller shall not settle any such suit or claim without Buyer's prior written approval. Seller agrees to waive its Worker's Compensation employer immunity granted under Section 35, Article 11 of the Ohio Constitution and all Ohio statutory provisions, including Section 4123.74 of the Ohio Revised Code or any other state's similar statutory or constitutional provisions, to the extent necessary to permit Buyer to be fully indemnified and held harmless hereunder. Seller further agrees that Buyer shall not be liable for and hereby releases Buyer from all liability to Seller's insurance carrier or to anyone claiming under or through Seller by reason of subrogation or otherwise.

11. Insurance: Seller shall obtain and maintain in force the following insurance with nationally recognized and financially sound carriers in at least the following amounts: (a) Workers' Compensation with statutory limits required by each state exercising jurisdiction over Seller's employees and subcontractors that are engaged in performing services under this Order; (b) Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of two million dollars (\$2,000,000) per occurrence for bodily injury/property damage and two million dollars (\$2,000,000) for personal injury and products/completed operations; (c) Business Automobile Liability coverage (covering the use of all owned, nonowned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage, unless other insurance limits are specifically set forth for this Order by Buyer, which shall be specifically endorsed to cover the provisions of Section 10 above. Seller shall furnish Buyer, upon Buyer's request, a certification evidencing any such insurance required hereunder and naming Buyer as an additional insured, if requested. Any

certificate requested shall include a provision requiring thirty (30) days prior written notice to Buyer's Director of Risk Management in the event of cancellation, material change or alteration by either Seller or insurer. Compliance by Seller with the insurance provisions of this Order shall not relieve Seller of any liabilities with respect to the agreements contained herein and the goods and/or services provided hereunder.

12. Intellectual Property: (a) For purposes of this Order, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the services performed hereunder. Standard goods manufactured by Seller and sold to Buyer without having been designed, customized or modified for Buyer do not constitute Work Product. (b) In the event Seller, or any subcontractor or other third party working for Seller, creates or develops any Work Product especially for Buyer, ownership in such Work Product shall vest in Buyer, and Seller hereby irrevocably assigns and conveys and shall irrevocably assign and convey or cause to be assigned or conveyed all such property rights, including but not limited to all copyright, trademark and patent rights therein. To the extent legally permitted, all such proprietary rights shall be deemed works for hire. (c) Except as provided in the preceding subsection, in the event Seller, or any subcontractor or other third party working for Seller, designs or incorporates any new or existing background features of design or improvements in any designs or goods made, or services furnished, pursuant to this Order as a result of Seller's or such third party's compliance with the drawings, specifications or directions of Buyer, Seller grants to Buyer the right to reproduce such designs or goods or to perform such services together with, if applicable, a royalty free, nonexclusive, irrevocable license covering such new feature of design or improvement. Seller shall provide or cause to be provided to Buyer a nonexclusive, royalty free, irrevocable license to use any copyright, trademark or patented elements or components of the goods and services supplied hereunder, together with the right to assign the same to any person to whom such goods or services are resold. (c) Seller shall assert no claim of any proprietary interest in or to any drawings, specifications or other material furnished by Buyer to Seller in connection herewith, and Seller shall not use such drawings, specifications or other material (other than in connection with this Order) without the prior written consent of Buyer. (d) Seller shall execute, and shall cause subcontractors and other third parties working for it to execute, any and all instruments deemed by Buyer to be necessary or appropriate under subsections (a) and (b) hereof. (e) Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the goods or services shall be deemed to have been disclosed as part of the consideration for this Order, and Seller shall not assert any claim against Buyer by reason of Buyer's use or resale thereof. Buyer does not grant indemnity to Seller for infringement of any patent, trademark, copyright or data rights. (f) In no event shall Seller sell or distribute in any manner whatsoever to persons other than Buyer or parties authorized in writing by Buyer, goods, supplies, materials or objects of any kind which are imprinted with or contain Buyer's logos, trade names, trademarks or labels even though rejected by Buyer as nonconforming.

13. Changes: Buyer may, by written order, change any one or more of the following terms of this Order (i) the specifications, designs, drawings or performance criteria; (ii) method of shipping or packing; (iii) place of inspection, acceptance or point of delivery; (iv) delivery schedule; and (v) quantity. In this event and if appropriate, Buyer may in writing request an equitable adjustment in the prices, warranty, delivery terms or indemnification provisions of this Order, and Seller may in writing make claim for the cost of any redundant material or work in process, but not for any cost of design, engineering or development, special tooling or general purpose equipment unless such items have been specifically ordered and separately priced in this Order, provided, however, that Seller shall, in all events, proceed diligently to supply the goods or services contracted for under this Order as so changed. Any and all claims and requests by Seller under this subsection (b) shall be deemed waived unless made in writing and received by Buyer within ten (10) business days from the receipt by Seller of the written change order.

14. Confidentiality of Order; Disclosure of Information: (a) This Order is confidential, and Seller shall not, without the prior written consent of Buyer, disclose any information relative to or derived under this Order, except as may be required to ensure performance. Unless otherwise authorized by Buyer, Seller shall not advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services. (b) Seller will acquire knowledge of Buyer's Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Confidential Information in confidence during and following termination or expiration of this Order. "Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by Buyer relating to the current or anticipated business or affairs of Buyer which is disclosed directly or indirectly to Seller. In addition, Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing goods or services to Buyer. Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before Buyer disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller

by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to Buyer of such requirement prior to disclosure. Seller agrees not to copy, alter or directly or indirectly disclose any Confidential Information. Additionally, Seller agrees to limit its internal distribution of Confidential Information to Seller's employees who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's employees of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Confidential Information. Seller further agrees not to use the Confidential Information except in the course of performing hereunder and will not use such Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. All Confidential Information is and shall remain the property of Buyer. Upon Buyer's written request or the termination of this Order, Seller shall return, transfer or assign to Buyer all Confidential Information, including all Work Product, as defined herein, and all copies thereof.

15. Most Favored Nations/Competitive Offer. In the event that at any time during which this Order is in effect, Seller sells goods or provides services substantially similar to the goods and/or services provided hereunder to any of its other similarly situated customers at a lower price than or at a discount greater than those then in effect hereunder, Seller shall immediately inform Buyer and Buyer shall be entitled to such lower price on its orders for such goods and/or services while such lower price is in effect. This provision shall not apply where an individual item is sold at a lower price to another party, but such party, as a whole, pays higher prices for items purchased by Buyer hereunder. If Buyer receives a bona fide offer from a third party supplier for the provision of some or all of the goods or services to be provided by Seller hereunder and such offer is substantially the same as or otherwise suitable for some or all of the goods or services on terms and conditions substantially similar to those set out in this Order ("Competitive Offer"), and the overall price that would be payable by Buyer for the range of relevant goods and/or services under the Competitive Offer is lower than the overall prevailing price of the range of relevant goods and/or services under this Order, then Buyer may notify Seller of the terms of the Competitive Offer. In the event Seller does not elect in writing to amend this Order to meet the Competitive Offer within fifteen (15) days after Seller's receipt of Buyer's notice of such Competitive Offer, Buyer shall have the right to terminate this Order as to the relevant goods and/or services set forth in such Competitive Offer.

16. Assignment and Delegation: Neither this Order nor any right or obligation under this Order may be assigned or otherwise transferred by Seller, voluntarily or by operation of law, even with a majority of the stock or assets of Seller, without the prior written consent of Buyer, and any such assignment of transfer without such consent shall be null and void and of no force or effect whatsoever. The terms and conditions of this Order shall inure to the benefit of, and be binding upon, any successors and assigns of Buyer and any permitted successors and assigns of Seller. Any consent by Buyer to assignment shall not be deemed to waive Buyer's right to recoupment and/or set off of claims arising out of this or any other transactions with Seller, its divisions, affiliates or subsidiaries, or to settle or adjust matters with Seller without notice to permitted successors and assigns.

17. Termination: In addition to any other remedy provided at law or equity, Buyer shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a good or service, in the event the Seller (a) fails to comply with any condition of the Order or any related Agreement; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors. Buyer may terminate this Order or its obligation to purchase any goods or services from Seller for convenience at any time by written notice to Seller. If an Order is terminated for convenience, then the termination date shall be not less than 10 days from the date of notice, unless otherwise mutually agreed to by the parties. Buyer shall pay for any goods or services received prior to the date that termination becomes effective (on a pro rata basis if Buyer has paid in advance any fees covering a fixed period of services). Unless Buyer has requested and received a refund in respect of any undelivered goods or terminated services, it shall be entitled to the delivery of all goods and completion of all services for which it has paid prior to the effective date of the termination. Upon the expiration or termination of this Order for any reason, Seller will promptly notify Buyer of all Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with Buyer's instructions, will promptly deliver to Buyer all such Confidential Information and/or Work Product.

18. Remedies: If Seller breaches this Order, Buyer's remedies shall be cumulative and shall include all remedies available by law and at equity. For the purchase of goods, Seller's sole remedy in the event of breach of this Order by Seller shall be the right to recover damages in the amount equal to the difference between market price for raw materials, components, work in progress, and any finished goods on hand at the time of breach and the purchase price specified in the Order, but shall not include any cost of design, engineering or development, special tooling or general purpose equipment unless such items have been specifically ordered and separately priced in this Order.

19. Limitation of Liability: IN NO EVENT WILL BUYER BE LIABLE TO SELLER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS ORDER, WHETHER OR NOT BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Independent Contractor: Buyer is interested only in the results obtained under this Order. The manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Buyer by contract or otherwise. Neither Seller nor its employees, agents or subcontractors are agents or employees of Buyer, and therefore are not entitled to any employee benefits of Buyer, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Order and shall provide its own supplies and equipment.

21. Force Majeure: Neither Buyer nor Seller shall be liable for a default or delay in the performance of its obligations and responsibilities under this Order when the default or delay is due to causes beyond its control, such as but not limited to war, strikes or lockouts, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that the nonperforming party has taken reasonable measures to notify the other, in writing, of the default or delay, the nonperforming party is without fault in causing such delay, such default or delay could not have been prevented by reasonable precautions, and such default or delay can not reasonably be circumvented by the nonperforming party through the use of alternate sources, work around plans or other means. Failure of subcontractors and inability to obtain materials or labor shall not be considered as a force majeure delay.

22. Notices: Except for Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices and other communications hereunder shall be in writing, and shall be addressed to Seller or to Buyer, and shall be considered given when (a) delivered personally, (b) sent by commercial overnight courier with written verification receipt, or (c) three (3) days after having been sent, postage prepaid, by first class or certified mail, return receipt requested.

23. Waiver: Buyer shall not, by any act, delay, omission or otherwise be deemed to have waived any of the rights or remedies under this Order, and no waiver whatever shall be valid as against Buyer unless in writing, signed by an authorized representative of Buyer, and then only to the extent set forth therein. Buyer's waiver of any right or remedy under the terms of this Order on any one occasion shall not be construed as a waiver of any right or remedy which Buyer would otherwise have on a future occasion. Acceptance of any items or payments therefore shall not waive any breach.

24. Set Off: Seller agrees that Buyer shall have the right to set off against amounts which may become payable by Buyer to Seller under this Order or otherwise, any present or future indebtedness of Seller to Buyer, money, prepaid inventory or otherwise, whether arising under this Order or otherwise.

25. Arbitration: Any disputes which arise out of this Agreement which cannot be settled shall be resolved by binding arbitration in Toledo, Ohio under the rules of the American Arbitration Association. Demand for arbitration shall be in writing and shall specify the particulars of each dispute. Each party shall be entitled to discovery in accordance with the Federal Rules of Civil Procedure. Judgment upon the award may be entered in any court of competent jurisdiction and shall be specifically enforceable to the full extent permitted by law. Each party shall bear its own costs and expenses for such arbitration.

26. Miscellaneous: (a) The various provisions of this Order are severable and any determination of invalidity or unenforceability of any one provision hereof shall have no bearing on the continuing force and effect of the remaining valid provisions hereof. (b) This Order contains the entire agreement between Buyer and Seller regarding the subject matter hereof, and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. There have been no other representations or inducements, oral or otherwise, made by any party in connection herewith. The terms and conditions of this Order shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Order will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Order or its related purchase orders. (c) The validity, construction, and performance of this Agreement shall be determined in accordance with the substantive law of the State of Ohio without regard to its conflict of law rules and any otherwise governing principles of conflict of laws. Seller hereby consents to the jurisdiction of any local, state or federal court located in the State of Ohio and waives any objection that Seller may have based on improper venue or forum non conveniens to the conduct of any proceeding in any such court. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to the terms and conditions of this Order. (d) Any action against Buyer arising out of this

transaction shall be commenced within one (1) year after the cause of action has accrued; otherwise, the same shall be barred. (e) Section headings contained in this acknowledgment are inserted for reference purposes only and shall not affect the meaning or interpretation of this Order.