



Terms & Conditions of Sale

1. **ACCEPTANCE:** Seller's acceptance of the order referenced in the purchase order or similar document is expressly limited to the terms and conditions set forth in these Terms and Conditions of Sale. Any proposal for additional or different terms or any attempt by Buyer to modify any of the Terms and Conditions of Sale is hereby objected to and rejected. Any additional or different terms or any attempt by Buyer to modify any of the terms and conditions of the acceptance shall be deemed material and is hereby objected to and rejected.
2. **DELIVERY:** Seller will use reasonable efforts to deliver the goods no later than the required date specified in the order. Delivery, shipment and other performance dates designated in the terms hereof are estimates only, and unless otherwise specified, are determined from the date of Seller's receipt of Buyer's completed written instructions. Seller shall not be liable to Buyer for any excess costs or expenses incurred by Buyer as a result of any breach of the delivery schedule including, but not limited to, any costs incurred by Buyer in effecting cover.
3. **FORCE MAJEURE:** Seller may delay delivery or acceptance of goods occasioned by government action or failure of the government to act where such action is required, changes in Buyer's production, schedule, strike, or other labor trouble or fire or unusually severe weather. Seller may hold such goods and shall deliver them when the cause creating the delay has been removed. Buyer shall be responsible for Seller's direct additional costs in holding the goods or delaying performance of this contract at Buyer's request.
4. **RISK OF LOSS:** Unless otherwise set forth in this contract, delivery of goods hereunder is FOB Seller's facility.
5. **LIABILITY FOR INJURY AND INSURANCE:** Seller, upon reasonable request, agrees to furnish Buyer a certificate of insurance showing that Seller has adequate insurance coverage for public liability (including contractual liability) and property damage in amounts that are commercially reasonable and Workman's Compensation insurance (or evidence of authority to self-insure).
6. **PRICE WARRANTY:** Seller represents that the prices shown on the face hereof do not include other costs and expenses including shipping and shall only be valid for accepted orders. The purchase price for the goods does not include sales, excise, import, export or other taxes or duties payable on account of the transaction contemplated hereunder. All such duties or taxes now in effect (or hereafter levied) which are applicable to this transaction shall be in addition to said purchase price and shall be paid by Buyer.
7. **PAYMENT:** Payment shall be due hereunder to Seller on account of any invoice submitted hereunder as set forth on the face of the order. Any cash discount period shall be computed as commencing with receipt of invoice or receipt of the goods, whichever is later.
8. **WARRANTIES:** Seller warrants to Buyer that the goods conform to the description set forth in this contract (subject to the provision of tolerances and variations described above) and that such goods are free from defects in material and workmanship under normal use and service. The warranties of Seller contained in the order do not apply to items manufactured or produced or services provided by persons or entities other than Seller. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE SELLER'S EXCLUSIVE WARRANTIES AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY), INCLUDING (BUT NOT LIMITED TO) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Any claim for breach of Seller's warranties must be demonstrated to Seller's satisfaction to have existed at the time of delivery of the goods and shall be deemed waived by Buyer unless written notice of such claim is actually received by Seller within thirty (30) calendar days after Seller has shipped the goods to which such claim relates. Seller's liability under this contract shall be expressly limited (at Seller's option) to the replacement or repair of non-conforming or defective goods or to the credit for the purchase price of nonconforming goods. Prior to said repair, replacement, or credit, Seller has the right to inspect the goods claimed to be defective or non-conforming, and, if requested by Seller, Buyer shall return such goods to Seller at Seller's direction and expense. No goods are to be returned to Seller without Seller's prior written consent. THE REMEDIES SET FORTH HEREUNDER SHALL CONSTITUTE THE EXCLUSIVE REMEDIES AVAILABLE TO BUYER AND ARE IN LIEU OF ALL OTHER REMEDIES.
9. **TOLERANCE AND VARIATIONS:** Except as specified by Buyer and expressly agreed to by Seller (in writing),

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the goods furnished hereunder shall be produced in accordance with Seller's standard business practices. All goods (including, but not limited to, goods produced to meet an exact specification) shall be subject to tolerances and variations consistent with good manufacturing practice in respect to dimensions, weight, section, chemistry and mechanical properties, the normal variations in surface and internal conditions and in quality, and to deviations from tolerances and variations consistent with practical testing and inspection methods.

10. CHANGES: Buyer shall make no changes to specifications, plans, drawings, delivery instructions, approval of samples and any other instructions without Seller's prior written approval of such changes. If any approved changes affect the terms hereof, Seller and Buyer shall promptly make a mutually agreeable adjustment to the terms so affected through a written document signed by Buyer and Seller. Buyer shall reimburse Seller upon demand for any losses or expenses incurred by Seller as a result of said change.

11. PATENTS: Seller warrants that the goods covered by this contract and the sale or use of them will not infringe any United States or foreign patents, copyrights or trademarks, unless and to the extent that Buyer designs or supplies the design or specifications for the goods.

12. INSPECTION AND REJECTION: Buyer's acceptance of any goods purchased hereunder is subject to Buyer's inspection and approval at Buyer's plant within five (5) days after receipt of goods. Buyer reserves the right to reject, refuse or revoke acceptance of and return, at Seller's expense, any items found to be defective in material or workmanship or otherwise not conforming to the terms of this contract.

13. COMPLIANCE WITH LAWS: Seller shall comply with all federal, state and local laws, execute orders, regulations and all municipal ordinances and regulations in performing its obligations under this contract. Seller does not warrant that the goods or the use thereof comply with applicable laws unless explicitly agreed by Seller.

14. INDEMNIFICATION: To the extent permitted by law, Buyer agrees to indemnify and hold Seller and Seller's related corporations (and their respective agents and employees) harmless from and against any and all liabilities, damages, losses, actions, causes of action, claims (including, but not limited to, claims of patent infringements), expenses, costs (including, but not limited to, attorneys' fees), fines, penalties and any other expenses directly or indirectly arising from Buyer's actual use or intended use of the Goods furnished hereunder. Buyer agrees to assume all risk of loss or damage to person or property while on the premises of Seller or of Seller's related corporations. To the extent permitted by law, Buyer (on behalf of itself and all of its agents and employees) hereby releases and forever discharges Seller and Seller's related corporations (and their respective employees and agents) from any and all claims, demands, causes of action, liabilities, losses or damages resulting or arising from Buyer's presence (or the presence of Buyer's employees and agents) on the premises of Seller or of Seller's related corporations. Buyer warrants to Seller that Buyer has the authority to grant this release on behalf of Buyer's agents and employees.

15. PROPRIETARY INFORMATION: Buyer agrees to keep confidential all information (including drawings and specifications) furnished to it by Seller and agrees not to disclose to any other person or use such information except for the purpose of performing Buyer's obligations hereunder. Buyer acknowledges that money damages would be an insufficient remedy for any breach of this obligation and that any such breach would cause Seller irreparable harm. Accordingly, Buyer agrees that Seller shall be entitled to injunctive relief for any breach or threatened breach of this obligation (without the necessity of posting any bond) and agrees not to oppose the granting of such relief.

16. TERMINATION: Either party may terminate the agreement in the event of: (a) a material breach by the other party which remains uncured after reasonable notice; or (b) appointment of a receiver for any part of the other party's property, assignment for the benefit of the other party's creditors or the commencement of any proceedings under any bankruptcy, insolvency or reorganization laws by or against the other party.

17. REMEDIES AND WAIVER: The remedies herein reserved to Seller shall be cumulative and in addition to any other or further remedies provided in law or equity. No waiver by Seller of any breach of any provision of this contract shall be effective unless in writing and signed by Seller, and even then such waiver shall not constitute a waiver of any other breach of such provision or of any other breach of this contract. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY LOST OR ANTICIPATED PROFITS OR OTHER SPECIAL,

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CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM ANY TERMINATION OF THIS CONTRACT OR ANY PART HEREOF.

18. ARBITRATION: All claims, disputes and other matters in question arising out of or relating to this contract or the breach thereof, shall be decided by arbitration in accordance with the arbitration rules of American Arbitration Association, unless the parties mutually agrees otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The arbitration hearing shall be held at a place designated by the American Arbitration Association in the City of Toledo, Ohio. Notwithstanding any provisions of law or rules of arbitration to the contrary, either party to the arbitration may avail itself of discovery procedures, including depositions, interrogatories and requests for production and inspection of documents and reports as provided in the Ohio Rules of Civil Procedure, such rules to be enforced should disputes arise thereunder by the court which would otherwise have jurisdiction to issue an order compelling the parties to arbitrate their disputes. Notwithstanding anything contained herein to the contrary, if a dispute arises before the conclusion of the performance of this contract, Seller is obligated to continue performance of its obligations hereunder and maintain the delivery date during any arbitration proceedings, and Buyer shall continue to make payments in accordance with this contract.

19. LIMITATION OF ACTIONS/LIMITATION ON BUYER'S LIABILITY: Any action against Seller based on Seller's alleged breach of its obligations hereunder must be commenced within one (1) year after the cause of action has accrued. Seller's liability for any such breach shall in no case exceed the price allocable to the goods which give rise to the claim. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY LOST OR ANTICIPATED PROFITS OR OTHER SPECIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES OR FOR ANY PENALTIES.

20. ENTIRE AGREEMENT: This contract (including these Terms and Conditions of Purchase) and any documents referred to on the face hereof constitute the entire agreement between the parties. No modification of any of the terms or conditions of this contract shall be effective against Buyer unless such modification is in writing and duly signed by Buyer.

21. ASSIGNMENT: Neither party may assign any of its rights or delegate any of its duties under this contract, or assign any monies due hereunder, without the prior written consent of the other party.

22. APPLICABLE LAW: This contract shall be deemed to have been entered into and shall be construed according to the laws of the State of Ohio. The parties submit to the exclusive jurisdiction of the federal and state courts situated in Lucas County, Ohio for any dispute arising out of or related to this order