1. Order Documentation and Parties. These Purchase Order Terms and Conditions (these "Terms and Conditions") are intended to be referenced and incorporated in a Purchase Order between the parties named in the Purchase Order to comprise the Order which is the agreement between the parties with respect to the purchase and sale of the goods and/or services referenced in these Terms and Conditions. Accordingly, as used in these Terms and Conditions the term "Buyer" means any Purchaser of these Terms and Conditions referenced in these Terms and Conditions and the parties with whom it is in effect. In the event of any conflict in the Order between the provisions of this Order and the provision of these Terms and Conditions, the provisions of the Order will prevail and apply to the Order for Buyer's benefit. The parties to the Order are the person who is identified in the Purchase Order as the person who is the buyer or purchaser (“Buyer”), and the other person who is identified in the Purchase Order as the person who is the seller or supplier (“Seller”).

2. Submission and Acceptance of Order. Since the Order has been submitted by Buyer, Seller shall be bound by the terms of the Order as it returns an acknowledgment or written confirmation of the Purchase Order to Buyer, when in fact submitted by Buyer with an invoice related to the Purchase Order or when it ships or delivers to Buyer any of the goods referenced in the Purchase Order ("Goods") and/or performs any of the services referenced in the Purchase Order ("Services"). No terms or conditions which add, vary from or conflict with, or otherwise are additional to or different from, the terms and conditions of the Order that are to be offered or accepted by Buyer may be used or introduced by Seller, unless Buyer is informed of such additional or different terms and conditions, whether or not they materially alter the Order, are hereby objected to and rejected by Buyer, without any further notice of such modifications or rejection. Any such proposed terms or conditions shall be void and the Order shall constitute the complete and exclusive statement of the entire agreement between Buyer and Seller and may be modified only by a written instrument executed by authorized representatives of both parties. If the Order has been issued by Buyer in response to an offer to sell by Seller, and if any terms or conditions in the Order are additional to or different from any such offer of sale submitted by Seller, these terms and conditions are hereby declared to be and shall be accepted by Buyer and the parties to the Order are the person who is the buyer or purchaser and Buyer on the one hand and the person who is the supplier or seller on the other hand.

3. Performance. Performance by Buyer or performance of any services or Goods of Seller shall be for the Order arising from causes or events beyond Buyer's or Seller's reasonable control occurring without its fault or negligence. In the event that causes or events beyond Seller's reasonable control and without its fault or negligence, including, without limitation, labor disputes of any kind, prevent Seller from performing its obligations under the Order, Buyer shall have the right to cancel or rescind the Order without prejudice to Buyer's rights and remedies for failure of Seller to meet the requirements of the Order.

4. Submission and Acceptance of Order. Once the Order has been submitted by Buyer, Seller shall be bound by the terms of the Order as it returns an acknowledgment or written confirmation of the Purchase Order to Buyer, when in fact submitted by Buyer with an invoice related to the Purchase Order or when it ships or delivers to Buyer any of the Goods referenced in the Purchase Order ("Goods") and/or performs any of the services referenced in the Purchase Order ("Services"). No terms or conditions which add, vary from or conflict with, or otherwise are additional to or different from, the terms and conditions of the Order that are to be offered or accepted by Seller may be used or introduced by Seller, unless Seller is informed of such additional or different terms and conditions, whether or not they materially alter the Order, are hereby objected to and rejected by Seller, without any further notice of such modifications or rejection. Any such proposed terms or conditions shall be void and the Order shall constitute the complete and exclusive statement of the entire agreement between Buyer and Seller and may be modified only by a written instrument executed by authorized representatives of both parties. If the Order has been issued by Seller in response to an offer to sell by Buyer, and if any terms or conditions in the Order are additional to or different from any such offer of sale submitted by Buyer, these terms and conditions are hereby declared to be and shall be accepted by Seller and the parties to the Order are the person who is the buyer or purchaser and Seller on the other hand.

5. Performance. Performance by Seller or performance of any services or Goods of Buyer shall be for the Order arising from causes or events beyond Seller's or Buyer's reasonable control occurring without its fault or negligence. In the event that causes or events beyond Buyer's reasonable control and without its fault or negligence, including, without limitation, labor disputes of any kind, prevent Buyer from performing its obligations under the Order, Buyer shall have the right to cancel or rescind the Order without prejudice to Buyer's rights and remedies for failure of Seller to meet the requirements of the Order.

6. Title and Warranties. Seller will convey good title, free and clear of any liens or other adverse claims, to all Goods and/or services delivered or shipped to Buyer and will warrant that all Goods and/or services delivered or shipped to Buyer meet the specifications, samples, instructions, data, drawings or other descriptions set forth incorporated in the Order as to Goods to be manufactured or services to be provided for Buyer: (a) methods of shipment, packaging, boxing, crating, packing, handling, storage, marking, routing, transportation or installation; and (b) place and time of delivery or performance. If any such cause an increase or decrease in the price for Buyer or the Services to be provided or performed, Buyer shall be entitled to an equitable adjustment mutually agreed upon by Seller and Buyer; and will be made in the Order's price or delivery/performance schedule, if both. Any claim by Seller to such performance shall be promptly in writing without notice or other action or proceeding, and any and all such additional or different terms and conditions, whether or not they materially alter the Order, are hereby objected to and rejected by Buyer, without any further notice of such objection and rejection. Any such proposed terms or conditions shall be void and the Order shall constitute the complete and exclusive statement of the entire agreement between Buyer and Seller and may be modified only by a written instrument executed by authorized representatives of both parties. If the Order has been issued by Seller in response to an offer to sell by Buyer, and if any terms or conditions in the Order are additional to or different from any such offer of sale submitted by Buyer, these terms and conditions are hereby declared to be and shall be accepted by Buyer and the parties to the Order are the person who is the buyer or purchaser and Buyer on the other hand.

7. Inspection. During manufacture or performance, and/or within thirty (30) days after delivery of Goods and/or Services the Buyer shall have the right to inspect such Goods and/or Services at the place of manufacture or performance and at Buyer's risk and expense to inspect any Goods, related raw materials, work in process, Services or the results of the performance of Services which have

8. Title and Warranties. Seller will convey good title, free and clear of any liens or other adverse claims, to all Goods and/or services delivered or shipped to Buyer and will warrant that all Goods and/or services delivered or shipped to Buyer meet the specifications, samples, instructions, data, drawings or other descriptions set forth incorporated in the Order as to Goods to be manufactured or services to be provided for Buyer: (a) methods of shipment, packaging, boxing, crating, packing, handling, storage, marking, routing, transportation or installation; and (b) place and time of delivery or performance. If any such cause an increase or decrease in the price for Buyer or the Services to be provided or performed, Buyer shall be entitled to an equitable adjustment mutually agreed upon by Seller and Buyer; and will be made in the Order's price or delivery/performance schedule, if both. Any claim by Seller to such performance shall be promptly in writing without notice or other action or proceeding, and any and all such additional or different terms and conditions, whether or not they materially alter the Order, are hereby objected to and rejected by Buyer, without any further notice of such objection and rejection. Any such proposed terms or conditions shall be void and the Order shall constitute the complete and exclusive statement of the entire agreement between Buyer and Seller and may be modified only by a written instrument executed by authorized representatives of both parties. If the Order has been issued by Seller in response to an offer to sell by Buyer, and if any terms or conditions in the Order are additional to or different from any such offer of sale submitted by Buyer, these terms and conditions are hereby declared to be and shall be accepted by Buyer and the parties to the Order are the person who is the buyer or purchaser and Buyer on the other hand.

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18. Seller's prices shall be exclusive of all federal, state or local sales, use or excise taxes levied upon, or measured by, the sale, the sales price, or use of goods or materials required in the performance of the Order. Seller shall list separately on its invoice any such taxes lawfully applicable to any Goods or Services and payable by Buyer with respect to which Buyer does not furnish to Seller lawful evidence of exemption.

19. Extras and Substitutions. No substitution of materials or accessories for Goods shall be made without Buyer's advance written consent. No charges for extras shall be made unless such extras have been ordered in writing by Buyer and the price agreed upon by Buyer and Seller.

20. Set-Off. Buyer shall be entitled at all times to set-off any amount owing at any time from Seller to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with the Order.

21. No Substitution of Materials. Any buyer or failure of Buyer to require strict compliance with the provisions of the Order in any respect is not deemed a waiver of Buyer's rights to otherwise insist upon strict compliance with the provisions of the Order or future orders.

22. Nonassignability. The Order and monies due under the Order may not be assigned in whole or in part without the advance written consent of Buyer, and any purported assignment without such advance written consent shall be null.

23. Headings. The headings in these Terms and Conditions are for reference only and shall not in any way affect the meaning or interpretation of the Order.

24. Rights and Remedies. Seller retains all rights and remedies available to it at law or in equity, in addition to those set forth in these Terms and Conditions.

25. Set-Off. In the event Seller is in default (a) it is insolvent; (b) makes a general assignment for the benefit of creditors; (c) admits in writing its inability to pay debts as they mature; (d) has a trustee or receiver appointed by any court for it or any material part of Seller's assets; (e) has a proceeding instituted under any provision of the Bankruptcy Code or any state insolvency law by or against which it is acquired in, or is not dismissed within thirty (30) days, or results in an order for relief under the Bankruptcy Code or any adjudication of insolvency, (f) fails, or appears to be unable, to perform any of its obligations in accordance with the terms of the Order, including meeting the Performance Date, or (g) directly or indirectly undergoes any change in control or other extraordinary transaction without the advance written consent of Buyer, then Buyer may cancel the Order in whole or in part without liability and/or pursue any further rights or remedies available under the Order or law or in equity. No waiver by Buyer of a breach by Seller of any provision of the Order shall constitute a waiver of any other breach of such provision. All of Buyer's rights and remedies under the Order shall be cumulative and not exclusive.

26. Indemnification. Seller shall indemnify, defend and hold harmless Buyer and Buyer Indemnified Parties against and from any and all Adverse Consequences arising out of, or in any way related to: (a) the Order or performance under the Order; (b) any act, event or occurrence in connection with the Order or Goods or Services purchased under the Order; (c) any act or omission of Seller or its affiliated companies or their respective directors, officers, managers, employees, subcontractors or agents; (d) the delivery, payment or operation of Goods or Services purchased under the Order, whether such Goods are in the same mode as when delivered or whether they have been used in the manufacture of and become part of, machinery or goods sold by Seller to third parties; and/or (e) production downtime due to Seller's failure to correctly fulfill the Order on time or failure to route Goods pursuant to the Order. Buyer further agrees to, and will assume as its behalf of Buyer, upon its demand (without regard to the real or apparent merits of said action), the defense of any court, agency or arbitrators action which may be brought against Buyer potentially involving Adverse Consequences which would be subject to indemnification, defense and hold harmless obligations of Seller under the Order. Seller shall indemnify to fulfill its indemnification, defense and hold harmless obligations of Seller under the Order. Seller shall indemnify against all Adverse Consequences resulting from the sole, concurrent or partial negligence of Buyer.

27. Limitations of Buyer's Liability; Statute of Limitations. No Event shall Buyer be liable for any anticipated profits or for incidental or consequential damages with respect to any breach by Buyer or action on the part of Buyer relating to the Order. Buyer's liability on any claim of any kind for any loss or damage arising out of, connected with or resulting from the performance or breach of the Order, actions taken in connection with the Order or breach of the Order, shall in no circumstances exceed the price allocable to such Goods or Services not yet delivered which cause the claim to the Order. Buyer shall not in any circumstances be liable for penalties or punitive, exemplary or other similar damages of any type or description. Any action resulting from any breach by Buyer or act or omission on the part of Buyer relating to the Order must be commenced within one (1) year after the cause of action has accrued.

28. Independent Contractor. Regardless and independent of any administrative, judicial or other governmental determination to the contrary, no persons employed by Seller or Seller's contractors or suppliers in connection with manufacture, production, performance or delivery of Goods or Services under the Order shall be held or construed to be Buyer's employees under any federal, state or local, regulation, ruling, order or other legal requirement (including those dealing with income or social security tax withholding, assimilation or employees' compensation, or any other legal dealing with the obligations of an employer to its employees), and Seller shall indemnify, defend and hold harmless Buyer and Buyer Indemnified Parties against and from all taxes, contributions, assessments or other costs or Adverse Consequences imposed by or relating to any such law, regulation, ruling, order or other legal requirement.

29. Legal Compliance. In the performance of the Order, Seller shall comply with all applicable federal, state and local laws, regulations, rulings, orders and other legal requirements. and, without limiting the foregoing, shall hold all permits and licenses required for the performance of the Order. As part of Seller's obligations under the foregoing sentence, Seller shall abide by the requirements of 42 CFR 60-69.174(a), 42 USC 262(a) and 42 USC 7415(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

30. State Law. The Order is governed by and shall be construed and enforced in accordance with the laws of the State of Ohio, and, in the absence of the Uniform Commercial Code as adopted and in effect in the State of Ohio, without regard to conflict of laws principles. All actions commenced pursuant to the Order shall be brought in a court of competent jurisdiction residing in the State of Ohio.

31. Patents and Copyrights. Seller will not advertise, publish or otherwise disclose that Buyer has ordered or agreed to purchase Goods or Services from Seller without Buyer's advance written consent. Seller will not, without Buyer's advance written consent, disclose any nonpublic information, including without limitation plans, specifications, samples, instructions, data, drawings, descriptions, confidential information, know-how, discoveries or production methods, furnished (whether in written, oral or electronic form) to Seller by Buyer, or on Buyer's behalf, other than as necessary to personnel of Seller directly involved in filling the Order or to the supplier of goods, materials or services required to complete/fill the Order. Seller shall take appropriate steps to cause any such personnel or others to whom such information is or has been disclosed to comply with the confidentiality obligations as are applicable to Seller under the Order and agrees to enforce the terms of the Order as to such personnel and/or other persons and to be responsible to Buyer for any failure of such personnel or other persons to abide by the terms of the Order.

32. Patent and Copyright Indemnification. Seller represents and warrants that neither Goods or Services furnished under the Order, nor the sale or use of such Goods or Services or the results of the performance of such Services (alone or in combination with the specifications, requirements or intended uses of Buyer), infringe or will infringe upon any trademarks, patents, trade secrets, mask works, copyrights or other proprietary rights of third parties. Seller agrees to indemnify, defend and hold harmless Buyer and Buyer Indemnified Parties against and from any and all Adverse Consequences due or arising from any such infringement or violation or alleged infringement or violation. In addition, in the event the use of any Goods or Services furnished under the Order, or the results of the performance of any such Services, is enjoined due to any such infringement or violation or alleged infringement or violation, Buyer may, at its option, pursue any remedy or remedies available under the Order or law or in equity, including without limitation requiring Seller to either procure for Buyer the right to continue using such Goods, Services or results of the performance of such Services, modify them so they become non-infringing or remove them and refund the total purchase price thereof.

33. Patent License. Seller, as part consideration for the Order and without further cost to Buyer, hereby grants to Buyer an irrevocable, non-exclusive, royalty-free right and license to use, sell, cause to be manufactured and manufacture products embodying any and all inventions and discoveries made, conceived or actually reduced to practice in connection with Seller's performance of the Order and Seller hereby grants to Buyer a license to use, reproduce or have reproduced and lawfully make, sell, offer for sale or use any software with Goods or the results of the performance of Services specified in the Order or, Goods or Services or the performance of the Services themselves if such Goods or results of the performance of Services are software.

34. Unenforceability. In the event that any provision of the Order is deemed by a court of competent jurisdiction or in a controversy to be unenforceable under any other federal or state law, then that provision shall be adjusted to the minimum extent required to be enforceable under such other federal or state law.

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