

GENERAL TERMS AND CONDITIONS OF SUPPLY

1. The Contract.

The following terms, together with (a) such terms as are set forth on the face of Supplier's Confirmation Order, and (b) such additional terms as are approved in writing by Supplier, shall constitute the entire contract between Supplier and Buyer, and all sales by Supplier to Buyer are made expressly conditional upon such terms and conditions. . A contract is only finalized upon execution by the parties of a Confirmation of Order and the receipt by Supplier of any required down payment. Acceptance of an order by Supplier is made on the condition that all requirements imposed on Buyer as stated here and elsewhere are fulfilled. Any conduct by Buyer which recognizes the existence of a contract pertaining to the subject matter hereof, including, but not limited to, Buyer's acceptance of delivery of the goods described in the Confirmation of Order shall constitute Buyer's acceptance of all these General Terms and Conditions of Supply. Any inconsistent or additional terms contained in the Buyer's purchase order are hereby objected to and rejected.

2. Technical Documents.

Technical documents, furnished by Supplier to Buyer, such as drawings, descriptions, illustrations, designs and the like, shall be deemed provided to Buyer on a confidential basis, shall remain Supplier's exclusive property and shall not be copied, reproduced or communicated to a third party in any way whatever. Information in technical documents shall serve as an approximate indicator only unless otherwise agreed in writing. Supplier reserves all copyright and other intellectual property rights with respect to all drawings, plans and other data. SUPPLIER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO CLAIMS OF INFRINGEMENT MADE BY THIRD PARTIES AND ARISING FROM TRADEMARK, PATENT, OR OTHER PROPERTY RIGHTS IN THE GOODS OR PRODUCTS. Buyer understands and agrees that Supplier does not warrant that the goods or products are free of the rightful claim of any third person by way of infringement or the like.

3. Price.

Except as may be specifically provided on the face of Supplier's Confirmation of Order or as may otherwise be agreed upon in writing by Supplier and Buyer, the price stated on the face of Supplier's Confirmation of Order is based on US Dollars, [Ex Works] Supplier's premises at 101 Power Boulevard, Archbald PA 18403, net without any deductions whatsoever. All additional costs, including (but not limited to) charges for freight, packing, carriage, insurance, customs duties, fees for export, transit, import and such other permits and certificates as may be necessary, shall be borne by Buyer. If charges for packing, freight, carriage, insurance, customs duties or other additional costs are separately stated on the face of Supplier's Confirmation of Order and included in the price stated thereon, Supplier reserves the right to adjust its price should the costs on which such additional charges are based be modified. Further, Supplier's prices are based on presently valid raw material prices and in the case of changes at the time of manufacturing causing an increase in such prices Supplier reserves the right to modify pricing stated on the Supplier's Confirmation of Order as necessary. As collateral security for the payment of the purchase price of the goods, Buyer hereby grants to Supplier a lien on and security interest, including any applicable purchase money security interest, in and to all of the right, title, and interest of Buyer in, to and under the goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing until the full purchase price is paid in full. Buyer hereby authorizes Supplier to



file any financing statement or other document that is, or becomes, necessary for Supplier to perfect the security interest granted herein.

4. Taxes.

Unless otherwise agreed in writing, Supplier's prices are exclusive of any federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter be applicable to, measured by or imposed upon or with respect to the transaction, the goods, its sale, its value or its use, or any services performed in connection therewith.

5. Terms of Payment.

Except as otherwise provided on the face of Supplier's Confirmation of Order or as may otherwise be agreed upon in writing by the parties, payment shall be made by check, wire or swift transfer and shall be due net [30] days from date of invoice. Check payments shall be sent directly to Supplier at 101 Power Boulevard, Archbald, PA 18403, in US Dollars. Wire and swift transfers can be made directly to Supplier's bank (contact Supplier for details). If Buyer does not observe the agreed date of payment, Supplier reserves the right to impose interest on overdue amounts from the date(s) due, at a rate 18 per cent per annum or a rate to be determined by Supplier, not exceeding the highest rate permitted by law. Payment of such interest does not release Buyer from its obligation to make payments when due. If, in the judgment of Supplier, the financial condition of Buyer, at any time during the manufacturing period or at the time the goods are ready for shipment, does not justify the continuance of the work to be performed by Supplier hereunder or the terms of payment specified Supplier may require full or partial payment in advance. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, Supplier shall be entitled to cancel any order then outstanding at a time during the period allowed for filing claims against the estate and shall receive reimbursement for its proper cancellation charges and expenses. Supplier's rights under this contract are cumulative and are in addition to all rights available to it at law or in equity. In no event shall Buyer be entitled to hold back payments due or set off any claims against the purchase price without the prior written consent of Supplier.

6. Delivery Time.

The date(s) specified for delivery on Supplier's Confirmation of Order are approximate and shall be reasonably extended if: (a) information required by Supplier from Buyer to execute the order is not received in a timely manner or if changes which delay delivery are agreed upon by Supplier and Buyer; (b) Supplier is not able to make timely delivery by reason of epidemics, act of civil or military authority, mobilization of armed services, war, riots, strikes, boycotts, picketing, lock-outs or other disturbances, delays caused by common carriers, serious breakdowns, accidents, labor conflicts, delayed or deficient delivery of necessary raw materials or semi-manufactured and manufactured products, official or other measures of whatever kind, transport difficulties, natural catastrophes and acts of God or any other event that impairs Supplier's ability, despite due care, to deliver the goods; or (c) if Buyer is late in fulfilling its contractual obligations (including, but not limited to failure by Buyer to observe the terms of payment).

7. Non-Delivery.

- (a) The quantity of any installment of goods as recorded by Supplier on dispatch from Supplier's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
- (b) Supplier shall not be liable for any non-delivery of goods (even if caused by Supplier's negligence) unless Buyer gives written notice to Supplier of the non-delivery within fifteen (15) days of the date when the goods would in the ordinary course of events have been received.
- (c) Any liability of Supplier for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or adjusting the invoice respecting such goods to reflect the actual quantity delivered.
- (d) Buyer acknowledges and agrees that the remedies set forth in Section 7 are Buyer's exclusive remedies for any non-delivery of goods pursuant to Supplier's Confirmation of Order.

8. Quantity.

If Supplier delivers to Buyer a quantity of goods of up to five percent (5%) more or less than the quantity set forth in the Supplier's Confirmation of Order, Buyer shall not be entitled to object to or reject the goods or any portion of them by reason of the surplus or shortfall and shall pay for such goods the price set forth in the Supplier's Confirmation of Order adjusted pro rata.

9. Buyer Cancellation.

- (a) Orders are not cancellable by Buyer without the prior written consent of Supplier. Any alterations, modifications, or cancellations to an order must be reflected on a new or revised purchase order, submitted by Buyer and approved by Supplier in writing prior to production.
- (b) If Buyer cancels an order for any reason (subject to Supplier's written approval pursuant to Section 9(a) above), Supplier reserves the right, in its sole discretion, in addition to whatever rights Supplier may otherwise have at law or in equity, to charge the Buyer: (i) the cost of all material and supplies, either in process or in stock, purchased or made by Supplier in anticipation of fulfilling the order, work in process and products completed prior to the date of cancellation; or (ii) a cancellation charge of: (A) 25% of the price of the order if cancelled less than 30 days prior to the estimated delivery date set forth on Supplier's Confirmation of Order; (B) 50% of the price of the order if cancelled less than 15 days prior to the estimated delivery date set forth on Supplier's Confirmation of Order; or (C) 100% of the price of the order if cancelled less than 10 days prior to the estimated delivery date set forth on Supplier's Confirmation of Order.

10. Risk of Loss.

Risk of loss of or damage to the goods shall pass from Supplier to Buyer upon delivery of the goods at the [ExWorks] Supplier's premises at 101 Power Boulevard, Archbald PA 18403, regardless of whether title has passed to Buyer or transport is arranged or supervised by Supplier.

11. Limited Warranty.

Supplier hereby warrants that the goods shall, for a period of [12 months], be free from defects in material and workmanship. Supplier's sole warranty obligation shall be the repair or replacement of any defective product. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND GUARANTEES (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR USE FOR THE PURPOSE INTENDED), WHETHER WRITTEN OR ORAL OR IMPLIED IN FACT OR IN LAW, AND WHETHER BASED ON STATUTE, WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE OF ANY NATURE, WHETHER SOLE OR CONCURRENT) OR OTHERWISE. SUPPLIER'S WARRANTIES HEREIN RUN ONLY TO BUYER, AND ARE NOT EXTENDED TO ANY THIRD PARTIES WHICH, FOR THE AVOIDANCE OF DOUBT, INCLUDE ANY CUSTOMERS, AGENTS OR RESELLERS OF THE GOODS. SUPPLIER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF ITS PRODUCTS. The warranty given under this section shall not apply to (i) any products which have been subjected to misuse, misapplication or neglect, damaged by accident, rendered defective by reason of improper installation, not used as recommended and in accordance with approved installation and operating practices or rendered defective by the performance of repairs or alterations outside of Supplier's plant, except when performed under Supplier's specific authority; (ii) any products furnished or solicited by Buyer or acquired from others at Buyer's request and/or Buyer's specifications; (iii) any components not manufactured by Supplier which are attached to, incorporated in or otherwise made a part of Supplier's products; and (iv) defects resulting from damage due to corrosive, abrasive, or other wear not normally to be expected in the products involved. Before using a Supplier product, Buyer, customers and other users should make their own independent determination that (a) the product is suitable for the intended use; and (b) they can use the product safely and legally. If any model, sample, brochure, advertisement or promotional material was shown to Buyer, such model, sample, brochure, advertisement or promotional material was illustrative in purpose and shall in no way constitute a representation of warranty by Supplier. Any information in technical documents shall serve as an approximate indicator only and shall not constitute a representation or warranty by Supplier.

12. LIMITATION OF LIABILITY.

SUPPLIER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, DAMAGE OR LOSS OF OTHER PROPERTY OR GOODS OR COST OF CAPITAL WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OF ANY NATURE, WHETHER SOLE OR CONCURRENT), STRICT LIABILITY OR OTHERWISE. THE REMEDIES OF BUYER SET FORTH HEREIN ARE EXCLUSIVE, AND SUPPLIER'S LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE COST OF THE GOODS OR PART ON WHICH SUCH LIABILITY IS BASED.

13. Indemnification.

Buyer shall defend, indemnify and hold harmless Supplier and its affiliates, directors, officers, agents, servants, employees, successors and assigns against, and hold them harmless from and against and pay on behalf of or reimburse any and all claims, demands, actions, causes of action, suits, obligations, liabilities, losses, damages, deficiencies, expenses, judgments, settlements and compromises (whether or not arising out of third-party claims), including, without limitation: (a) costs associated with a recall of any product into

which Supplier's products are incorporated; (b) Buyer's failure to specify to Supplier any requirements that are required to be passed through to Supplier pertaining to a product into which Supplier's products are incorporated; and (c) for bodily injury, death, property damage, or economic loss, as well as any and all costs and expenses, including interest, penalties, reasonable attorneys' fees, court costs, amounts paid in investigation, defense or settlement, and all indirect, special, incidental, consequential or punitive damages, relating to, resulting from or arising out of acts or omissions of Buyer relating to or arising out of the use, operation, ownership or condition of any of the products purchased by Buyer or the breach or non-performance of Buyer's obligations under these General Terms and Conditions of Supply.

14. Severability.

All provisions of these General Conditions are severable and shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained therein and partially valid and enforceable provisions shall be enforced to the extent valid and enforceable.

15. Governing Law and Jurisdiction.

These General Conditions and the relationship of the parties shall be governed by the internal laws of the Commonwealth of Pennsylvania without regard to the conflicts of law provisions of any state. The parties specifically waive any application of the U.N. Convention on Contracts for the International Sale of Goods. Buyer hereby agrees to submit to the personal and exclusive jurisdiction of the federal and state courts located in the Commonwealth of Pennsylvania for purposes of all legal proceedings arising out of or relating to these General Terms. Supplier reserves its rights to enforce these General Conditions in any other court of competent jurisdiction.

16. Miscellaneous.

- (a) All shipping terms shall have meaning set forth in the Uniform Commercial Code for domestic sales or in INCOTERMS™ 2010, as published by the International Chamber of Commerce, for international sales. Freight terms are as shown on the Supplier's Confirmation of Order.
- (b) No salesperson, agent, or employee of Supplier has authority to make any representation, promise or agreement inconsistent with the provisions hereof.
- (c) All of these General Terms and Conditions of Supply will apply unless expressly noted otherwise on the Supplier's Confirmation of Order.