

## Standard Terms and Conditions of Sale

The products described in this document are hereby offered for sale at prices to be established by International Precision Casting Supplies, Inc. ("Seller"). This offer and its acceptance by any customer ("Buyer") shall be governed by all of the following Terms and Conditions. Buyer's order for any product described in its document, when communicated to Seller, orally or in writing, shall constitute acceptance of this offer.

1. **Terms and Conditions of Sale:** All descriptions, quotations, proposals, offers, acknowledgements and sales of Seller's products are subject to and shall be governed exclusively by the terms and conditions stated herein. Buyer's acceptance of any offer to sell is limited to these terms and conditions. Any terms and conditions in addition to, or inconsistent with those stated herein, proposed by Buyer in any acceptance of an offer by Seller, are hereby objected to. No such additional, different or inconsistent terms and conditions shall become part of the Contract between Buyer and Seller unless expressly accepted in writing by Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer's assent to all the terms and conditions stated herein, including any terms in addition to, or inconsistent with those contained in Buyer's offer. Acceptance of Seller's products shall in all events constitute such assent.

2. **Delivery:** Unless otherwise agreed by Seller, delivery shall be made F.O.B. Seller's facility in Hudson, Ohio, USA. Any delivery dates shown are approximate only and Seller shall have no liability for any delays in delivery. Title and risk of loss to the Product shall pass to Buyer at Seller's point of shipment. Buyer assumes all risks and liabilities arising out of loading, unloading, discharge, storage, handling and use of the Product, or arising out of compliance or non-compliance with federal, state, municipal or local laws and regulations governing or controlling such activity.

3. **Warranty:** Seller warrants that the products sold hereunder shall be free from defects in material and workmanship for a period of 365 days from the date of shipment to Buyer. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO PRODUCTS PROVIDED HEREUNDER. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. NOT WITHSTANDING THE FOREGOING, SELLER MAKES NO WARRANTIES WHATSOEVER ON PRODUCTS MANUFACTURED, WHOLLY OR PARTIALLY, TO BUYER'S DESIGNS OR SPECIFICATIONS.

4. **Limitation of Remedy:** SELLER'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE PRODUCTS SOLD OR THIS AGREEMENT SHALL BE LIMITED EXCLUSIVELY TO REPAIR OR REPLACEMENT OF THE PRODUCTS SOLD OR REFUND OF THE PURCHASE PRICE PAID BY BUYER, AT SELLER'S SOLE OPTION. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR PRODUCTS SOLD HEREUNDER, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT,

INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY.

5. **Changes, Reschedules and Cancellations:** Buyer may request to modify the designs or specifications for the products sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the Contract between Buyer and Seller unless accepted by Seller in a written amendment to this Agreement. Acceptance of any such requested modifications or cancellation shall be at Seller's discretion, and shall be upon such terms and conditions as Seller may require.

6. **Special Tooling:** A tooling charge may be imposed for any special tooling, including without limitation, dies, fixtures, molds and patterns acquired to manufacture products sold pursuant to this Contract. Such special tooling shall be and remain Seller property notwithstanding payment of any charges by Buyer. In no event will Buyer acquire any interest in apparatus belonging to Seller which is utilized in the manufacture of the products sold hereunder, even if such apparatus has been specially converted or adapted for such manufacture and notwithstanding any charges paid by Buyer. Unless otherwise agreed, Seller shall have the right to alter, discard or otherwise dispose of any special tooling or other property in its sole discretion at any time.

7. **Buyer's Property:** Any designs, tools, patterns, materials, drawings, confidential information or equipment furnished by Buyer or any other products which become Buyer's property, may be considered obsolete and may be destroyed by Seller after two (2) consecutive years have elapsed without Buyer placing an order for the products which are manufactured using such property. Seller shall not be responsible for any loss or damage to such property while it is in Seller's possession or control.

8. **Taxes:** Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the products sold hereunder. If any such taxes must be paid by Seller or if Seller is liable for the collection of such tax, the amount thereof shall be in addition to the amounts of the products sold. Buyer agrees to pay all such taxes or to reimburse Seller therefore upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall indemnify and hold Seller harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the products are held to be taxable.

9. **Force Majeure:** Seller does not assume the risk of and shall not be liable for delay and failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation (1) acts of God, fire, explosion, flood, hurricanes; (2) strikes, lockouts or other industrial disturbances or riots; (3) war, declared or undeclared; (4) compliance with any

Federal, state, provincial, municipal or military law, regulation, order, or rule, foreign or domestic, including priority, rationing, allocation or preemption orders or regulations, or cancellation of Seller's license to operate its plant; (5) shortage or other failure of facilities used for manufacture or transportation, shortage of labor, power, fuel or raw materials; (6) any other cause or causes of any kind or character reasonably outside the control of the Seller whether similar or dissimilar from the enumerated causes. During periods when demand for product exceeds Seller's available supply, whether due to a force majeure or otherwise, Seller may distribute product or materials among itself for its own uses, its customers, and Buyer in such manner as Seller in its sole discretion deems practicable. Buyer will accept, as full and complete performance by Seller, deliveries in accordance with such determinations as Seller may make.

10. **Entire Agreement/Governing Law:** The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by Seller in writing, shall constitute the entire agreement concerning the products sold, and there are no oral or other representations or agreements which pertain thereto. This Contract shall be governed in all respects by the laws of the State of Ohio, USA, including the provisions of the Ohio Uniform Commercial Code, without regard to principles of conflict of laws. Buyer agrees to submit to the jurisdiction of any court wherein an action is commenced against Seller based on a claim for which Buyer has agreed to indemnify Seller. No actions arising out of the sale of the products sold hereunder of this Contract may be brought by either party more than two (2) years after the cause of action accrues.

11. **Packaging and Shipping:** Products are sold with standard commercial packaging, labeling, painting and inspection. Prices and discounts are based on standard commercial packaging only. Seller reserves the right to make partial shipments at its discretion, unless otherwise specified by the Buyer.

12. **Returned Goods:** Contact Seller for Returned Goods Authorization (RGA) number. Returns will not be accepted without a complete RGA number attached to the product or shipping documents. Returned goods must be in saleable condition, in original packaging and sealed. Orders for products built to order cannot be canceled. Most products may be returned to Seller for a full credit, excluding shipping charges within 30 days of the shipping date. Returned products are subject to a 15% restocking fee. Returns must be received by Seller within 30 days after an authorization (RGA) number is issued. **Returns must be shipped freight prepaid.**

13. **Claims:** All claims for nonconforming, shortages or defective products must be made in writing within 30 days after delivery to Purchaser, and any claims not made within that period shall be deemed waived and released. Seller's sole responsibility with respect to such claims shall be, at its option, to credit or replace any product or component, which Seller determines to be defective. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES DUE TO ANY CAUSE WHATSOEVER EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SELLER MORE THAN TWO YEARS AFTER THE RELATED CAUSE OF ACTION HAS OCCURRED. THE FOREGOING CONSTITUTES SELLER'S SOLE LIABILITY AND**

**PURCHASER'S SOLE REMEDY WITH RESPECT TO PRODUCTS SOLD BY SELLER EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

14. **Payment:** Shall be made by Buyer net 30 days from the date of delivery of the products purchased hereunder. **A 1 ½% per month (18% annual percentage rate) finance charge will be added to any amount that is more than 30 days past due. Accounts past 45 days will be placed on credit hold. Seller reserves the right to hold shipment until account is current.**

Any claims by Buyer for omissions or shortages in a shipment shall be waived unless Seller receives written notice thereof within 30 days after Buyer's receipt of the shipment.

15. **Indemnity for Infringement of Intellectual Property Rights:** Seller shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as provided in this Paragraph 15. Seller will defend and indemnify Buyer against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets (hereinafter 'Intellectual Property Rights'). Seller will defend at its expense and will pay the cost of any settlement or damages awarded in an action brought against Buyer based on an allegation that a product sold pursuant to this Contract infringes the Intellectual Property Rights of a third party. Seller's obligation to defend and indemnify Buyer is contingent on Buyer notifying Seller within ten (10) days after Buyer becomes aware of such allegations of infringement, and Seller having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If any product sold hereunder is subject to a claim that it infringes the Intellectual Property Rights of a third party, Seller may at its sole expense and option, procure for Buyer the right to continue using said product, replace or modify said product so as to make it non-infringing, or offer to accept return of said product and return the purchase price less a reasonable allowance for depreciation. **Notwithstanding the foregoing. Seller shall have no liability for claims of infringement based on information provided by Buyer, or products delivered hereunder for which the designs are specified in whole or part by Buyer, or infringements resulting from the modification, combination or use in a system of any product sold hereunder. The foregoing provisions of this Paragraph 15 shall constitute Seller's sole and exclusive liability and Buyer's sole and exclusive remedy for infringement of Intellectual Property Rights. If a claim is based on information provided by Buyer or if the design for a product delivered hereunder is specified in whole or in part by Buyer, Buyer shall defend and indemnify Seller for all costs, expenses or judgements resulting from any claim that such product infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.**

16. **Safety & Health Indemnity.** Buyer acknowledges that Seller has furnished to Buyer Material Safety Data sheets, which include warnings together with safety and health information concerning the product and/or the containers for such product. Buyer will disseminate such information so as to give warning of possible hazards to persons whom Buyer can reasonably foresee may receive exposure to such hazards, including, but not limited to, Buyer's employees, agents, Contractors and customers. If Buyer fails to disseminate

such warnings and information, Buyer will indemnify, defend and save Seller harmless against any and all liability arising out of or in any way connected with such failure, including without limitation, liability for injury, sickness, death and property damage.

17. **Assignment/Delegation.** Buyer may assign/transfer rights and/or delegate duties/obligations hereunder only with the prior written consent of Seller, which consent shall not be unreasonably withheld.

18. **Waiver.** The failure of Seller to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Contract or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of buyer with respect to such future performance shall continue in full force and effect.

19. **Severability.** The provisions of this Contract are severable. If any provision of this Contract is held to be illegal, invalid or unenforceable, then such provision will be stricken from this Contract and the remainder of this Contract will remain in full force and effect.