

TERMS AND CONDITIONS OF PURCHASE

1. Contract Formation: This order is an offer by Buyer and may be revoked or changed at any time before acceptance. Buyer objects to the inclusion of any different or additional terms by Seller in accepting this order, and neither acceptance of delivery or of performance of the goods or services, nor payment therefore, shall constitute acceptance by Buyer of any such difference of additional terms which may be contained in Seller's acceptance of other writing, regardless of whether Seller's acceptance of this order is conditioned upon Buyer's assent to such terms.

2. Price: Buyer shall receive the benefit of any general reduction that Seller may make in the price of goods or services of the quality and quantity provided for in this order. This order must not be filled at prices higher than those shown on this order.

3. Shipment: Title and Risk of Loss: Unless otherwise specified on the face of this order, all shipments are F.O.B. Buyer's plant. Seller shall follow Buyer's written instructions as to mode and routing of shipments. Title to, and risk of loss of, the goods shall not pass to Buyer until delivery of the goods at Buyer's plant and acceptance of them by Buyer, notwithstanding any agreement to pay freight, express or transportation charges.

4. Excess or Early Shipment: Buyer shall incur no liability for any goods shipped in excess of the quantity specified in this order or for any goods delivered to Buyer in advance of the specified time for delivery. Buyer may refuse delivery of such goods, receive custody of the goods from the carrier for return to Seller at Seller's risk and expense, or accept delivery of the goods as if such goods were part of or in accordance with this original order; provided, that no such goods shall be deemed accepted unless accepted by Buyer in writing.

5. Delivery and Performance: Time is hereby expressly declared to be of the essence, and Seller is notified that failure to deliver the goods or perform the services on time will result in substantial damage to Buyer. If Seller shall fail to make timely delivery or performance of any part of the goods or services, or if timely delivery or performance is endangered for any reason, Buyer shall have the right, at its option, to terminate any part or the whole of this order, reject untimely deliveries, purchase substitute goods elsewhere, and charge Seller with any loss incurred. Buyer's right to terminate, reject, and cover as to any portion of this order shall not affect Seller's obligation to deliver or perform the balance of the order.

6. Taxes: Unless otherwise specified on the face of this order, Seller shall not collect from, nor shall Buyer be liable for any sales, excise, use or other taxes applicable to the sale, purchase, use, or ownership of the goods or services.

7. Payment: Buyer shall not be obligated to pay any late charge, finance charge, time-price differential, interest or any similar charge by reason of failure to make any payment when due. Payment for goods or services shall not constitute acceptance thereof.

8. Warranties: All specifications, drawings, and other data submitted by Buyer, including performance data, are incorporated by reference into this order, and Seller expressly warrants that the goods or services shall conform to such data. In addition, goods delivered are expressly warranted by Seller to be merchantable, of good material and workmanship, free from any defect in material, labor or fabrication, and fit for the particular purposes of Buyer. All warranties shall extend to future performance of goods, shall survive inspection, tests, acceptance and payment for the goods, and shall run to Buyer, its employees, successors, assigns, and customers and other users.

9. Buyer's Remedies: In the event of Seller's breach of any warranty or agreement of Seller contained herein, Buyer may (1) cancel any part or all of the contract formed pursuant hereto, without liability, except as to conforming goods delivered and accepted by Buyer, regardless of whether Seller's breach goes to part or all of the goods covered hereby, (2) return nonconforming goods to Seller at Seller's risk and expense for full credit and without replacement to Buyer, or (3) retain nonconforming goods and set off losses against any amounts due Seller, or (4) correct or replace nonconforming goods and charge Seller with the expense, or (5) return nonconforming goods at Seller's risk and expense and require prompt correction or replacement without additional cost to Buyer, or (6) recover from Seller all damages, including consequential and incidental damages, incurred by Buyer as a result of such breach by Seller. Any replacement or correction by Seller shall be deemed subject to the terms and conditions of this original purchase order. In addition to the rights and remedies provided to it by the terms of this order, Buyer shall have all of the rights and remedies provided to Buyers by the Ohio Uniform Commercial Code and all other applicable laws, and all rights and remedies of Buyer shall be cumulative and may be exercised by Buyer from time to time.

10. Changes: Buyer may at any time, by written order, make changes in or additions to any one or more of the following: (i) specifications, (ii) method of shipment or packing, (iii) time and place of delivery or performance; and (iv) the goods, including quantity, or services. If any such change causes an increase or decrease in the cost of, or the time required for performance of any part of the effort under this order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the contract formed pursuant hereto shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by Seller of the notification of change.

11. Indemnity: Seller shall indemnify and, at Buyer's option, defend Buyer and its employees and agents from any losses or claims arising out of or alleged to arise out of any breach by Seller of any warranty or agreement of Seller contained herein. Seller also agrees to indemnify and, at Buyer's option, defend Buyer, its agents, employees, officers and directors from any claims or losses based on any actual or alleged unfair competition or infringement of any patent, trademark, or copyright relating to the goods.

12. Compliance With Laws: Seller warrants, certifies, and agrees that the goods or services have been or will be manufactured, distributed, shipped, packaged, delivered, and performed in compliance with all applicable Federal and State and local laws, regulations, ordinances and rules including, but not limited to, all environmental, safety, health and labor laws, regulations, ordinances and rules in its manufacture, storage and shipping of the goods, and will defend, indemnify and hold harmless Buyer from and against any and all claims, losses, damages, costs and expenses resulting from or arising out of any failure to so comply with such laws, regulations, ordinances and rules.

13. Government Contracts: If the goods or services are to be used in connection with a government contract, any contract formed pursuant hereto shall be deemed a subcontract, and all applicable provisions required by federal, state, or local law, order, or regulation and the prime contract are incorporated herein by reference.

14. Actions and Governing Law: This purchase order is to be governed by and construed under the laws of the State of Ohio. Seller and Buyer agree that any action arising out of the sale of goods or services referred to herein will be brought, heard and decided in the State of Ohio. The terms of the agreement between the parties shall inure to the benefit of and be binding on the successors and assigns of the parties. In the event that any one or more of the provisions contained herein shall for any reason be held to be invalid or unenforceable in any respect under the laws of the State of Ohio or of the United States of America, all other provisions of this purchase order shall remain fully valid and enforceable.

15. Reservation of Rights; Complete Agreement; Headings: Buyers failure at any time to enforce any of the provisions of this purchase order or any right with respect thereto, or to exercise any option herein provided, will in no way be construed to be a waiver of such provisions, rights, or options or in any way affect the validity of this contract. No waiver by Buyer of any provision hereof shall be construed as a waiver by Buyer of its right to insist upon compliance therewith in the future. This order embodies the entire agreement of the parties, and no other understandings or agreements, verbal or otherwise, in relation thereto exist between the parties. The paragraph headings in this order are for the convenience of the parties and shall not affect the construction of the provisions hereof.