



1. THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE FACE SIDE HEREOF CONSTITUTE A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN BUYER AND SELLER WITH RESPECT TO THE PURCHASE BY BUYER OF THE GOODS (COLLECTIVELY, "GOODS") ORDERED PURSUANT TO THIS ORDER ("ORDER").

2. Formation of Contract. This Order contains Buyer's offer to Seller, and becomes a binding contract on the terms set forth herein when accepted by Seller either by acknowledgment or the commencement of performance hereof. This Order expressly limits acceptance to the terms of this offer. Buyer expressly objects to any additional terms by Seller.

3. Price. Unless otherwise agreed to in writing between the parties prior to shipment, the price shall be fixed as it appears on this Order. All prices are F.O.B. destination unless otherwise specified. Prices include sales and use tax (where applicable).

4. Payment. Seller shall issue an original invoice, which shall include Buyer's Order number, line item number, quantity, description of Goods, unit price, sales and use tax (if applicable), and discounts. No additional charges of any kind including, without limitation, charges or expenses for cartons or packing will be allowed unless specifically accepted by Buyer in writing. Seller shall forward its invoice to the Buyer billing address specified by the face side of this Order. Payment due date, including discount periods, shall be computed from the later of the actual delivery date of Goods or the date of Buyer's receipt of a correct invoice.

5. Delivery. Seller shall: (a) Pack Goods to prevent damage and deterioration; (b) Consolidate Goods shipped by Seller on the same day on one Bill of Lading or Airbill, unless Buyer authorizes otherwise; and (c) Not deliver Goods prior to the scheduled delivery dates, or in multiple shipments, unless authorized by Buyer. Excess quantities may, at Buyer's option, be returned at Seller's expense.

6. Acceptance and Rejection. (a) No inspection or test, or delay or failure to inspect or test, or failure to discover any defect or other nonconformance, shall relieve Seller of any obligations under this Order or impair any rights or remedies of Buyer or Buyer's customer; (b) If Seller delivers nonconforming Goods, Buyer may, at its option and at Seller's expense: (i) return Goods for credit or refund; (ii) require Seller to promptly correct or replace Goods; (iii) correct Goods; or (iv) obtain replacement Goods from another source.

7. Warranties. In addition to any standard warranty or guaranty of Seller, Seller further expressly warrants that all Goods ordered to specifications will conform thereto and to the drawings, samples or other descriptions furnished or adopted by Buyer and further expressly warrants that all Goods

furnished under this Order: (i) shall be free from defects in materials and workmanship; (ii) are of merchantable quality and are fit and safe for the purpose for which purchased or apparently intended by Buyer or Buyer's customer; (iii) have been manufactured, packaged, labeled and are now being furnished in compliance with all applicable laws; (iv) are being conveyed by Seller's good and rightful title, and will be delivered free from any security interest or other lien or encumbrance of any third party or any rightful claim of any third party; and (v) do not infringe on any United States or foreign trademark, patent or other intellectual property rights of any third party. These warranties shall run to Buyer, its successors and assigns, and Buyer's customers. Seller hereby guarantees to Buyer that all Goods furnished under this Order shall be lawfully registered at the time of sale and delivery to Buyer, and that such Goods shall comply with all other requirements of Title 7, Chapter 6, Subchapter II of United States Code, in each case AS APPLICABLE.

8. Indemnification. Seller agrees to indemnify, defend and hold harmless Buyer, its agents, employees, successors, assigns, and customers against any and all damages, actions, losses, claims and expenses suffered thereby (including any losses for personal injury, death, property damage, court costs and attorney's fees) relating to or resulting in any way from an act or omission (whether or not negligent) of Seller, any defect in Goods, any violation of law by Seller or any Goods, or any breach by Seller of any provision of this Order. Seller agrees that this indemnification shall survive acceptance of Goods and payment therefor and shall be binding upon Seller, its successors and assigns.

9. Insurance. In order to secure the indemnity provisions of item 8 above, Seller hereby agrees to maintain the following insurance coverage: Comprehensive or Commercial General Liability Insurance, including Products Liability coverage and Broad Form Vendors Endorsement, on an occurrence basis, including contractual liability insurance, with limits not less than \$1,000,000. Buyer shall be named as an additional insured by all such coverages.

10. Compliance with Laws. Seller warrants that it shall comply with and all Goods do and will comply with all applicable laws (and with the regulations, orders and standards thereunder). Seller further represents and warrants that no Goods supplied hereunder have been or will be produced utilizing forced, indentured or convict labor or utilizing the labor of persons in violation of minimum working age, wage, hour of service or overtime laws in the country of manufacture.

11. Taxes. Seller is liable for and shall pay all taxes, impositions and charges imposed on or measured by this Order except for sales and use taxes for which Buyer specifically agrees to pay.

12. Cancellation. Buyer may cancel, at no charge from Seller, all or any part of this Order: (a) At any time prior to shipment; (b) If Seller fails to deliver Goods within the time specified by this Order or any written extension; (c) If Seller fails to perform any other provision of this Order; (d) In the event of Seller's suspension of business, insolvency, appointment of a receiver for Seller's property or business, or any assignment, reorganization or arrangement by Seller for the benefit of its creditors; or (e) In the event of any force majeure of Buyer, which includes, but is in no way limited to, lockouts, strikes, riots, war, fire, civil insurrection, flood, earthquake, or any other casualty or cause

beyond Buyer's control, which might reasonably tend to impede or delay the reception, handling, inspecting, processing or marketing of Goods.

13. Assignment, Delegation and Subcontracting. Seller shall not assign any of its rights or interests in this Order, or subcontract all or substantially all of Seller's performance of this Order, without Buyer's prior written consent. Seller shall not delegate any of its duties or obligations under this Order. No assignment, delegation or subcontracting by Seller, with or without Buyer's consent, shall relieve Seller of any of its obligations under this Order.

14. Setoff. Buyer may set off against amounts payable under this Order all present and future indebtedness of Seller to Buyer arising from this or any other transaction, whether or not related thereto.

15. Rights, Remedies and Severability. Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of this Order, or in exercising any rights or remedies under this Order, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. The rights and remedies set forth in this Order are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of this Order is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.

16. Governing Law. This Order and the resulting contract shall be governed by the laws of the state of Ohio.

17. Amendment. No amendment or modification of this Order shall bind either party unless it is in writing and is signed by Buyer and Seller