

## TERMS AND CONDITIONS

1. Acceptance of Contract: Wieland Chase, LLC. (hereinafter referred to as "Buyer") shall not be bound by this order until Seller executes and delivers to Buyer an acknowledgement of this order. Seller shall be bound by this order and its terms and conditions when it executes and delivers its acknowledgement, when it otherwise indicates its acceptance of this order, or when it delivers to Buyer any of the goods ordered herein or renders for Buyer any of the services ordered herein. This order expressly limits acceptance to the terms and conditions stated herein and any additional or different terms proposed by the seller are rejected unless expressly assented to in writing by Buyer. No contract shall exist except as herein above provided.

2. Amendments: The parties agree that this purchase order, including the terms and conditions on the face and reverse side hereof together with any documents attached hereto or incorporated herein by reference, contains the complete and final contract between Buyer and Seller, and that no agreement or understanding to modify this contract shall be binding upon Buyer unless in writing and signed by Buyer's authorized representatives. All specifications, drawings, and data submitted to Seller with this order or referred to by this order are hereby incorporated herein and made part of this contract.

3. Changes: The Buyer reserves the right at any time to make written changes in any one or more of the following: (a) Specifications, drawings and data incorporated in this contract where the items to be furnished are to be specifically manufactured for the Buyer, (b) Methods of shipment or packing, (c) Place of delivery, (d) Time of delivery, (e) Manner of delivery, and (f) Quantities.

If any such change causes an increase or decrease in the cost of or the time required for performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim by Seller for adjustment under this clause must be approved by the Buyer in writing before the Seller proceeds with such change. Price increases shall not be binding on Buyer unless evidenced by a purchase order change notice or revision issued and signed by Buyer.

4. Delivery: Time is of the essence in this contract, and if delivery of goods is not made in the quantities and at the times specified, or rendering of services is not completed at the time specified, Buyer reserves the right without liability, and in addition to its other rights and remedies, to take either or both of the following actions:

- direct expedited routings of goods (the difference in cost between the expedited routing and the order routing costs shall be paid by Seller).
- terminate this contract by notice effective when received by Seller as to stated goods not yet shipped or services not yet rendered, and to purchase substitute goods or services elsewhere and charge Seller when any loss is incurred.

Seller shall be liable for excess transportation charges, delays or claims resulting from Seller's deviation from Buyer's routing instructions. Neither party shall be liable for excess costs of deliveries or defaults in deliveries due to causes beyond its control and without its fault or negligence, provided, however that when the Seller has reason to believe that deliveries will not be made as scheduled, Seller shall immediately give written notice setting forth the cause of the anticipated delay to Buyer. If Seller's delay or default in deliveries is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Seller and the subcontractor and without the fault or negligence of either of them and the goods to be furnished or services to be rendered where not obtainable from other sources in sufficient time to permit Seller to meet the required delivery or performance schedule.

Buyer will have no liability for payment of goods delivered to Buyer which are in excess of quantities specified in this contract and delivery schedules. Such goods shall be subject to rejection and returned as Seller's expense, including transportation charges both ways.

5. Inspection and Acceptance: Payment for any goods under this contract shall not constitute acceptance thereof. All goods purchased hereunder are subject to inspection at Buyer's destination either before or after payment or before or after acceptance, at Buyer's option. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with the instructions, specifications, drawings and data or Seller's warranties (express or implied). Goods not accepted will be returned to Seller for full credit or replacement at Buyer's option and at Seller's risk and expenses, including transportation charges both ways. No replacement of rejected goods shall be made unless specified by Buyer in writing.

Buyer shall not be liable for failure to accept any part of the goods, if such failure is the result of any cause beyond the control of the Buyer. Among such causes, but not definitive thereof, are fires, floods, Acts of God, strikes, labor disputes, casualties, delays in transportation, shortages of rail cars, inability to obtain necessary materials or machinery or total or partial shutdown of Buyer's plant for any cause. Acceptance of any part of the goods shall not bind Buyer to accept future shipments nor deprive it of the right to return goods already accepted.

Acceptance of all or any part of the goods shall not be deemed to be a waiver of Buyer's right either to cancel or to return all or any portion of the goods because of failure to conform to this contract or by reason of defects, latent or patent, or any breach of warranty, or to make any claim for damages, including manufacturing costs, damage to materials, or articles caused by improper boxing, crating or packing, and loss of profits or other special damages occasioned by the Buyer. Such rights shall be in addition to any other rights or remedies provided by law.

6. Packing, Drayage and Containers: no charges for packing, drayage or containers will be allowed unless specified on the face of this order, or specifically listed as an additional and separate charge on Seller's quotation and acceptance of this order. Seller shall be liable for damage to materials or articles described herein caused by improper boxing, crating or packaging.

7. Weights: Buyer's weights shall govern any determination of weight of goods under the contract as delivered to Buyer.

8. Foreign Material: Buyer purchases scrap on a clean and dry basis. Full deductions from the contract price will be made for oil moisture and other foreign matter. Scrap must be of uniform mixture, free from any foreign material, either in the mixture, adhering or attached.

9. Seller's Warranties: Seller hereby warrants that the whole of the goods furnished hereunder shall be of merchantable quality and fit for Buyer's purposes and that they shall conform with Buyer's instructions, specifications, drawings, and data. Seller hereby further warrants that the whole of the goods furnished hereunder shall conform to all representations, affirmations, promises, descriptions, samples or models forming the basis of this contract. Seller agrees that these warranties shall survive acceptance of the goods. Seller further warrants that all services performed for or on behalf of the Buyer will be performed in a competent, workmanlike manner and shall be free from faults and defects. Said warranties shall be in addition to any other warranties given by Seller to Buyer. None of said warranties and no other implied or express warranties shall be deemed disclaimed or excluded unless evidenced by a purchase order change notice or revision issued and signed by Buyer.

Seller further warrants that it has absolute title to and full right to dispose of the articles or materials to be furnished hereunder and that there are no liens, claims or encumbrances of any kind whatsoever against the same.

10. Indemnification: Seller further agrees to indemnify and save Buyer, harmless from any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogations and expenses, including court costs and reasonable attorney's fees, related in any way to this contract, or the services performed or goods delivered under this contract, except for goods manufactured entirely to Buyer's specifications, which are claimed or made by any person, firm, association or corporation, including employees, workmen, servants or agents of the Seller and his subcontractors arising from any cause or for any reason whatsoever. Seller further agrees, upon receipt of notifications, to promptly assume full responsibility for the defense of any and all such suits, actions, or proceedings which may be brought against Seller or against Buyer. In the event Buyer's machinery or equipment is used by Seller in the performance of any work that might be required under the contract, such machinery or equipment is used by Seller in the performance of any work that might be required under the contract, such machinery or equipment shall be considered as being under the sole custody and control of Seller during the period of such use by Seller, but shall continue to be property of Buyer.

11. Insurance: If this contract covers the performance of labor for Buyer, Seller agrees to indemnify and protect Buyer against all liability, claims or demands for injuries or damages to any person or property growing out of the performance of this contract. Seller shall maintain and furnish certificates evidencing coverage for the following insurance (a) Statutory Workmen's Compensation Insurance for all employees of Seller, (such insurance shall cover claims filed under the Workmen's Compensation Law of the State in which the work is to be performed, and under any law of any State under which liability for any compensation claims may arise), (b) Employer's Liability Insurance to cover claims based on common law filed by Seller's employees. Such insurance shall include claims for traumatic injuries as well as occupational disease including death (c) Comprehensive General Liability Insurance with limits of at least \$100,000/\$500,000 bodily injury including death and \$500,000/\$500,000 property damage (d) Comprehensive Automobile Liability Insurance with limits of at least \$100,000/\$300,000 bodily injury including death and \$25,000 property damage (e) Excess liability (umbrella) insurance with limit of at least \$1,000,000.

Said certificate must set forth the amount of coverage, number of policy and date of expiration. If Seller is a self-insurer, the Certificate of Department of Labor and Industry (or similar authority) of the State of which said labor is to be performed must be furnished by such Department directly to Buyer. Compliance by Seller with insurance requirements does not in any way affect Seller's indemnification of Buyer under Article 10 above.

12. Cancellation: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this contract if Seller does not make deliveries as specified in the delivery schedule, if Seller breaches any of the terms hereof including warranties of Seller, or if Seller becomes insolvent or subject to a proceeding in bankruptcy or receivership. If it is determined, however, that Seller's failure to perform this contract is due to unforeseeable causes beyond the control and without the fault or negligence of Seller (other than insolvency or subject to a proceeding in bankruptcy or receivership) such cancellation shall be deemed to have been made pursuant to Article 13 hereof entitled "Termination", provided that such causes shall include delays and defaults of subcontractors only to the extent such causes are beyond the control of both Seller and subcontractor of Seller and without the fault or negligence of either of them and the goods to be furnished were not obtainable from other sources in sufficient time to permit Seller to meet the required daily delivery schedule.

Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

13. Termination: The Buyer may terminate performance of work under this order in whole or from time to time in part by written notice of termination, whereupon the Seller will stop work on the date and to the extent specified in the notice and terminate all orders and subcontracts to the extent they relate to the terminated work. Seller will promptly advise the Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that the Seller can make thereof. Seller will comply with the Buyer's instructions regarding transfer and disposition of such work and material. Within 60 days after receipt of such notice of termination the Seller will submit all its claims resulting from such termination. Buyer will have the right to check such claims at any reasonable time or times by inspecting and auditing the records, facilities, work or materials or the Seller relating to this order. Buyer will pay the Seller, without duplication, the order price or finished work accepted by the Buyer and the cost to the Seller of work in process and raw material allocable to the terminated work based on any audit the Buyer may conduct, less, however (a) the reasonable value or cost (whichever is higher) of any items used or sold by the Seller without the Buyer's consent, (b) the agreed value of any items used or sold by the Seller with the Buyer's consent and (c) the cost of any defective, damaged or destroyed work or material. Buyer will make no payments for finished work, work in process or raw materials fabricated or procured by the Seller in excess of any order or after cancellation or termination of any order. Notwithstanding the above, payments made under this clause shall not exceed the aggregate price specified in this order less payments otherwise made or to be made and adjustments shall be made reducing the payments hereunder for costs of work in process and raw material reflect on a prorata basis any indicated loss on the entire contract had it been completed. Payment made under this clause will constitute the Seller's only remedy in the event this order is terminated hereunder. Except as otherwise provided in this order, the provisions of this clause will not apply to any cancellation by the Buyer, for default by the Seller, or for any other cause allowed by law or under this order.

14. Compliance With Applicable Laws: Seller agrees that in the performance of this contract, it will comply with all applicable laws, statutes, rules, regulations, or orders of the United States Government or any state or political subdivision thereof. Without limiting the generality of the foregoing, Seller agrees that it will include on all invoices, and that all invoices in order to be approved for payment must include the following statement:

"Seller represents that, with respect to the production of the goods covered by this invoice, it has fully complied with all provisions of the Fair Labor Standards' Act of 1938, as amended"

15. Executive Orders: Agreement and Certificate pursuant to Executive orders 11246, as amended by Executive Order 11375, 11625, 11701 and 11758. The Seller agrees that the representations and provisions required by Executive Order 11246, as amended by Executive Order 11375 (Equal Opportunity), Executive Order 11625 (Minority Business Enterprises), Executive Order 11701 (Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era), Executive Order 11758 (Employment of the Handicapped, and (when effective by law) the applicable provision of the Americans with Disabilities Act, are hereby incorporated and made a part of this contract.

16. Waiver: The failure of Buyer 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 Seller with respect to such future performance shall continue in full force and effect.

17. Assignment: None of the sums due or to become due nor any of the work to be performed under this contract shall be assigned nor shall Seller subcontract for completed or substantially completed material called for by this contract without Buyer's prior written consent.

18. Risk of Loss: Risk of loss shall remain solely with Seller until the date the goods under this contract are inspected at Buyer's destination and accepted by Buyer.

**19. GOVERNING LAW: THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH AND INTERPRETED UNDER, AND VALIDITY, ENFORCEABILITY AND ALL OTHER ISSUES DETERMINED UNDER, THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICTS OF LAWS, PROVISIONS, OR PRINCIPLES.**

20. Any controversy or claim arising out of or relating to this contract, or the existence, validity, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules and procedures, as in effect on the date of the commencement of arbitration proceedings. The arbitral tribunal shall consist of three members, with the claimant and respondent each appointing one arbitrator, and with the party-appointed arbitrators appointing the third, neutral arbitrator. The arbitrators selected pursuant to this provision shall be qualified by training, education, and experience to rule on the issues presented, and the chairperson of the tribunal shall be a lawyer experienced in the litigation of business disputes, including issues relating to the interpretation and application of Article 2 of the Uniform Commercial Code. The arbitration shall be held in Williams County, Ohio. The award shall be in writing and shall state the reasoning on which the award rests. A judgment on the award may be entered in any court of competent jurisdiction.