

## GENERAL TERMS AND CONDITIONS OF PURCHASING

DEFINITIONS - "Buyer" means either Kern-Liebers USA, Inc. or an affiliate of Kern-Liebers USA, Inc., as specified in the Purchase Order or Scheduling Agreement. "Seller" means the seller named in the Purchase Order or Scheduling Agreement. "Goods" and "Services" mean the goods and/or services that Buyer is to purchase from Seller, as described in the Purchase Order or Scheduling Agreement. "Order" means any purchase order or release against a Scheduling Agreement or blanket purchase order that is delivered from Buyer to Seller.

1. **AGREEMENT** – The terms and conditions ("Terms and Conditions") outlined herein become a binding agreement upon the Seller acknowledging acceptance of the Purchase Order or Scheduling Agreement Release, whether such acceptance is delivered to the Seller via email, fax, U.S. postal service or otherwise, or upon the Seller commencing performance on the goods or services set forth in the Purchase Order or Scheduling Agreement Release. The Purchase Order, Scheduling Agreement or Scheduling Agreement Release, together with any drawings, documents, samples, designs, data, drawings specifications or other requirements (collectively "Specifications") referred to in the Purchase Order, Scheduling Agreement or Scheduling Agreement Release in conjunction with these Terms and Conditions supersede any previous agreed upon terms and conditions, agreements, and prior negotiations. Any communication from the Seller, including, but not limited to acknowledgements, invoices, emails, faxes and other documents or correspondences are to be construed as for record and accounting purposes only and any exceptions noted or additional or inconsistent terms and conditions stated in such documents do not supersede any stated Terms and Conditions outlined in this document. Any additional or inconsistent terms and conditions proposed by Seller are deemed material alterations and are hereby rejected by Buyer. No such additional or inconsistent terms and conditions shall become part of the agreement between Buyer and Seller unless expressly agreed to by Buyer. If the Seller notes any ambiguities, express conflicts or discrepancies in the Terms and Conditions, documents that are part of the Purchase Order, Scheduling Agreement Scheduling Agreement Release or other correspondence it is the responsibility of the Seller to notify the Buyer at once of said conflicts in writing. The Buyer will then determine the applicability of this notification and will then issue a determination. The Seller shall then comply with the determination of the Buyer.
2. **CHANGES** – Buyer reserves the right to make changes in quantities, delivery dates, drawings, specifications, materials and other descriptions as to Goods or Services covered by the Purchase Order, Scheduling Agreement or Scheduling Agreement Release, and Seller agrees to promptly make such changes. If such changes cause an increase or decrease in the cost or time required for Seller's performance of this agreement, Buyer and Seller shall negotiate an equitable adjustment. Whenever there is a significant change in drawings, specifications, material and/or other descriptions, Buyer may provide Seller with an opportunity to rebid by issuing a written Request for Quotation. No agreement or understanding to modify this agreement shall be binding upon Buyer unless in writing and signed by Buyer's authorized representative. All Specifications submitted to Seller are hereby incorporated herein and made a part hereof.
3. **PRICE AND PAYMENT** – If Seller's quoted prices for Goods and Services covered hereby are reduced prior to shipment or performance (whether as a price reduction, rebate, allowance, or additional discount offered to anyone) Seller agrees that the price to Buyer for such Goods and Services shall be reduced accordingly, and that Buyer shall be billed at such reduced prices. To the extent possible, Seller shall provide Buyer thirty (30) days advance notice of such price reduction. Unless otherwise stated on the face of an Order for raw materials or Services, the prices quoted are inclusive of any Federal, state or local taxes, and any duties or fees imposed directly or indirectly upon the manufacture, sale or importation of items and/or Services to be furnished. Unless otherwise stated on the face of an Order for finished Goods, the prices quoted shall be inclusive of any Federal, state or local taxes and any duties or fees imposed directly or indirectly upon the manufacture, sale

or importation of items to be furnished. The price stated on the face of the Scheduling Agreement or Purchase Order is conclusive, with the exception of stainless steel surcharges which are to be billed as a separate line item and to be based off of fair metal values as published. No other extra charges shall be made by Seller, unless a prior agreement is in place and is signed by an authorized representative of the Buyer. Seller expressly assumes the risk of any event or cause (whether or not foreseen) affecting such price. Unless provided otherwise in this agreement or unless the parties agree otherwise, payment shall be made by Buyer within sixty (60) days of Buyer's acceptance of the Goods. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances or claims on the Goods or Services under this agreement.

4. **DELIVERY AND INVOICING** – The applicable Incoterms are noted directly on the Scheduling Agreement, Scheduling Agreement Release or Purchase Order. The Seller agrees not to vary from stated Incoterms unless prior authorization is received from the Buyer. In the event of variation from stated Incoterms, the Buyer shall notify the Seller via e-mail, fax or written letter stating the changes that are to be made to the stated Incoterms. The Buyer agrees to provide a written packing list including appropriate details with each shipment. In the event that no packing list is provided, the Seller agrees to accept the Buyer's count as final. The Seller agrees to not charge the Buyer for packing, shipping, storage, drayage or handling except as noted on the Scheduling Agreement, Scheduling Agreement Release or Purchase Order, or as dictated by the stated Incoterms. If Seller delivers more Goods than Buyer has ordered, then, unless Buyer agrees in writing, Buyer shall not have to pay for the excess. Buyer may, at its option, either store the excess Goods or return all or a portion of them to Seller. Time of delivery of the Goods or performance of the Services is of the essence. Itemized invoices each containing the Buyer's Scheduling Agreement or Purchase Order number and the actual date of shipment shall be mailed on the date of shipment to the Buyer's Accounts Payable Department.
5. **PACKAGING** – All material shall be suitably packaged in accordance with Buyer's Specifications, if any, and any applicable laws, including properly treated skids for any international transportation. Material shall be marked to secure lowest transportation cost and prepared in accordance with the requirements of common carriers. No separate charge will be allowed for packaging, boxing, crating, marking, drayage, cartage or storage, unless so stipulated in the Scheduling Agreement or Purchase Order or mutually agreed upon by both parties and signed by an authorized representative of the Buyer. Any Goods that are damaged due to improper packaging shall either be rejected by Buyer or accepted and the price shall be reduced accordingly. Buyer's count will be considered final and conclusive on all shipments. If Goods are not shipped in accordance with Buyer's Specifications and/or the instructions set out in these Terms and Conditions, if any, then Seller shall pay or reimburse Buyer, as the case may be, for an excess cost occasioned therewith.
6. **ACCEPTANCE OF GOODS** – Buyer's acknowledgement of receipt of Goods shall not constitute acceptance of Goods or acknowledgement of the quantity of Goods shipped. Acceptance shall occur only after Buyer has had a reasonable opportunity to inspect and test the Goods. If, as a result of sampling inspection, any portion of a shipment of like Goods is found to not be in conformity with this agreement, Buyer may reject and return the entire shipment without further inspection; or Buyer, at its option, may complete inspection of all Goods in shipment and then reject and return any or all non-conforming goods or accept them at a reduced price. Buyer's acceptance of any non-conforming Goods shall not constitute a waiver of any requirements under this agreement for Goods subsequently delivered hereunder. Any rejected Goods shall be returned at Seller's expense and Seller shall be liable to Buyer for any other expenses incurred by Buyer in connection therewith.

7. **FORCE MAJEURE** – Neither Buyer nor Seller shall be liable for delays or defaults due to causes beyond its reasonable control and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority, fires, floods, natural disasters and war, provided that written notice of such delay including the anticipated duration of the delay be given to the non-delaying party immediately and that the delaying party use reasonable efforts to prevent, work around, or compensate for or otherwise minimize the effects of such delay or inability to perform. Buyer at its option may acquire possession of all finished goods, work in progress and parts and materials produced or acquired for the work under a Scheduling Agreement, Scheduling Agreement Release or a Purchase Order, and Seller will deliver such articles to such location as directed by Buyer. During the period of delay and a reasonable period thereafter, Buyer, at its option, may purchase Goods from other sources and reduce its schedules accordingly to Seller, without liability to Seller, or have Seller provide the Goods from other sources in quantities and at times requested by Buyer, at the price set forth in the Scheduling Agreement or Purchase Order. If Seller or Buyer is subject to one or more excusable delays which persist for more than three (3) months in the aggregate, then the other party may cancel the then remaining balance of the agreement.
8. **NOTICE OF LABOR DISPUTES** – Whenever Seller has knowledge that an actual or potential labor dispute is delaying or threatens to delay its timely performance under the Scheduling Agreement, Scheduling Agreement Release or Purchase Order, Seller shall immediately give written notice thereof to Buyer. Such notice shall not be deemed to waive any breach of this agreement resulting from such delay.
9. **WARRANTY** – Seller acknowledges that Seller knows of Buyer's intended use and expressly warrants that all Goods and/or work ordered according to its Specifications, Scheduling Agreements or Purchase Orders will conform thereto and will be merchantable and fit and sufficient for the purpose ordered and will be free from defects in material and workmanship and free of all liens, claims and encumbrances whatsoever. All warranties shall run to Buyer, its officers, directors, agents, servants, employees and customers and to users of its products and each of their respective affiliates, successors and assigns and shall be construed as conditions as well as warranties and shall not be deemed to be exclusive. The warranty period shall be that provided by applicable law and in no event shall the warranty period be less than twenty-four (24) months from when Goods are sold by Buyer to its customer or the Services are performed by Seller, except that if Buyer offers a longer warranty to its customers for Goods, such longer period shall apply. All Goods and Services shall comply with all applicable federal, state and local laws, regulations and standards.
10. **WARRANTY CLAIMS** – If any Goods delivered are found not to meet the warranty under Section 9, then Buyer shall notify Seller in writing within a reasonable period time. In such case, Seller shall, at no charge, supply replacement Goods meeting the warranty requirements of Section 9, to such destination, at such time and in such manner as designated by Buyer, and Seller shall be liable to Buyer for any loss, cost or damage incurred by Buyer as a result of such breach of warranty, including, without limitation: (a) costs relating to inspecting, sorting, replacing and/or repairing defective goods, including shipping costs; (b) costs relating to repairing or replacing the defective Goods; (c) any claim for personal injury or property damage caused by defective Goods; (d) any reasonably foreseeable consequential damages; and (e) reasonable attorneys' fees. Seller's warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with Goods or Services.
11. **PROPRIETARY RIGHTS** – All technical information, including, without limitation, designs, blueprints, specifications, engineering data for production, product know-how and any other information which is supplied to Seller by Buyer shall, unless otherwise agreed by Buyer in

writing, be maintained in confidence by Seller and Seller shall not use any such information except in the performance or execution of Scheduling Agreements, Purchase Orders or any other agreement with the Buyer. Seller, including its agents, employees, representatives and subcontractors, shall exercise extreme caution to prevent disclosure of such information to third parties. Additionally, Seller agrees to assign to the Buyer and not otherwise to make use of any invention, improvement or discovery (whether or not patentable) conceived or reduced to practice in the performance under any Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any other agreement with the Buyer. Any such invention, improvement or discovery made during the execution of any Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any other agreement with the Buyer shall become the property of the Buyer and the Seller shall cause employees or others subject to Seller's instruction to sign, as appropriate, all documents necessary or convenient to enable the Buyer to file a patent application throughout the world and to obtain title thereto. All such information shall be returned to Buyer upon request. The obligations of this Section 11 shall survive termination of the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any other agreement with the Buyer.

Seller hereby grants to Buyer, Buyer's affiliates and their respective successors and assigns and, with Buyer's express written consent, customers and users of products sold by Buyer that incorporate the Goods or Services under this agreement, a non-exclusive, royalty free, paid-up, irrevocable, worldwide license (i) to use any and all patents, industrial designs and manufacturing processes relating to the Goods and Services, including without limitation, a license to make, repair, rebuild, relocate and sell and to have made, repaired, rebuilt, relocated and sold Goods, and (ii) to use any copyrighted works of authorship fixed in any tangible medium of expression (including, without limitation, drawings, prints, manuals and specifications) furnished by Seller to any party in the course of Seller's activity hereunder, including without limitation, to reproduce, distribute and display such works and to prepare derivative works based thereon, subject to the other provisions hereof.

Unless otherwise specifically agreed to in advance and in writing by Buyer, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential, and Seller shall have no rights against Buyer with respect thereto.

12. INDEMNIFICATION – Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents, servants, employees, customers and users of its products and each of their respective affiliates, successors and assigns from any losses, claims, damages (including any lost profits, recall costs or other incidental or consequential damages) or expenses, including reasonable attorneys' fees, arising or alleged to arise from: (a) the infringement of any valid U.S. or foreign patent, trademark, copyright, industrial design or process or manufacture due to the use of any of the Goods delivered hereunder except where strict compliance by Seller with the Specifications prescribed by and originating with Buyer constitutes the sole basis of the infringement or alleged infringement; (b) any asserted deficiencies or defects in the Goods; (c) Seller's failure to adequately mark the Goods or packaging with any warnings or other notices required by any federal, state or local law, or administrative rule or regulation; (d) the breach of any terms or conditions stated herein; (e) any act or omission of Seller, irrespective of whether such loss, claim, damage or expense is caused, or alleged to be caused, in whole or in part by the joint, several, comparative, but not sole, negligence, breach of contract or warranty, or any other breach of duty by Buyer or whether such claim, damage, or expense is asserted under a strict or other product liability theory or any other legal theory; or (f) all liabilities, demands, claims, losses, costs, damages and expenses by reason or on account of property damage, death and/or personal injury or whatever nature or cause arising out of, as a result of, or in connection with the performance of this agreement and occasioned by actions or omissions of Seller or Seller's representatives, employees or agents in entering upon the premises owned or controlled by Buyer or its affiliates.

Buyer shall notify Seller, in writing, of any suit filed against Buyer or Buyer's affiliates, or their respective successors, assigns, customers, or users of the products sold by Buyer that incorporated the Goods or Services, on account of any such infringement or alleged infringement, and, at Seller's request, shall give Seller control of the defense of such suit, insofar as Buyer has the authority to do so, and reasonable information and assistance in connection therewith, all at Seller's expense. The obligations of this Section 12 shall survive termination of the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any other agreement with the Buyer.

13. **INSURANCE AND SAFETY POLICY FORM** – If the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any other agreement with Buyer covers the performance of labor for Buyer, Seller agrees to defend, indemnify and hold harmless Buyer, its officers, directors, agents, servants, employees, customers and the users of its products and each of their respective affiliates, successors and assigns against all liability, claims or demands for injuries or damages to any person or property arising out of the performance of said services for Buyer. Seller will provide workers' compensation, comprehensive general liability inclusive of product liability, automobile, public liability, and property damage insurance in amounts and coverage sufficient to cover all claims hereunder. Upon request of Buyer, Seller agrees to furnish certificates of insurance showing that Seller has adequate insurance coverage (as determine by Buyer in its reasonable discretion). The receipt or review of such certificates or other proof of insurance coverage by Buyer shall not relieve Seller from its insurance obligations hereunder or reduce or modify such insurance obligations. Seller shall notify Buyer in writing thirty (30) days prior to any change in such insurance coverage. Upon Buyer's request, Seller shall name Buyer as an additional insured on its policies. If the Scheduling Agreement, Scheduling Agreement Release or Purchase Order includes a sale of goods manufactured in whole or in part to Seller's Specifications, Seller agrees to provide Buyer with a current certificate of product liability insurance and a vendor's endorsement naming Buyer as an additional insured on Seller's policy. If Seller or Seller's representatives, employees or agents enter upon the premises owned or controlled by Buyer or its affiliates in performance of an agreement with Buyer or its affiliates, Seller shall ensure that it is in compliance with all requirements of the workers' compensation legislation, if any, in the jurisdiction in which Buyer's premises are located. In no case shall Buyer indemnify or hold harmless Seller or its agents against claims for personal injury, property, consequential or special damages resulting from improper, unsafe or defective material, workmanship or design of Goods or Services.
14. **TERMINATION FOR CAUSE** – Buyer, at its option, may terminate any agreement with Seller without any obligation to Seller upon (a) the filing of voluntary or involuntary petition under any bankruptcy or insolvency law or a petition for the appointment of a receiver, or an assignment for the benefit of creditors; (b) the occurrence of any act or omission by Seller that constitutes a material breach, including without limitation breach of warranty, or any agreement with Buyer and failure by Seller to remedy such breach within ten (10) days after written notice of breach is given to Seller; (c) the failure by Seller to perform Services or deliver Goods as specified by Buyer; (d) the failure by Seller to make progress so as to endanger timely and proper completion of Services or delivery of Goods if Seller does not correct such failure or breach within ten (10) days (or shorter period if commercially reasonable); or (e) dissolution of Seller. Upon termination of any agreement by Buyer with Seller pursuant to this section, Seller shall, at Seller's expense, promptly return to Buyer all of Buyer's tools and Specifications or other technical information pertaining to the agreements between Buyer and Seller. Termination of any agreement between Buyer and Seller shall not affect any liabilities which have arisen prior to termination or may arise after termination based on a transaction made prior to termination, nor any obligations which are, from the context hereof, intended to survive termination of any agreement between Buyer and Seller. In the event termination is for cause, Buyer shall be entitled to collect damages pursuant to Section 21 below.

15. **TERMINATION AT WILL** – In addition to the foregoing, Buyer may at its option terminate all or part of an Order, at any time, for any reason, by giving written notice to Seller. Upon receipt of the notice of termination, Seller will promptly terminate all work under the agreement for which the termination notice applies. Buyer's obligation to Seller under this section shall be in the following amounts without duplication: (a) the order price for all work-in-progress, Goods and/or Services under the agreement which have been completed in accordance with the production authorization for the volume set forth for weeks one (1) through six (6) in the Scheduling Agreement and for which the Buyer has not previously paid; and (b) the actual cost of raw materials incurred by Seller, as authorized by the current production authorization for the volume set forth for weeks seven (7) through twelve (12) of the Scheduling Agreement, in furnishing the Goods or Services under the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any other agreement, less, the reasonable value or cost (whichever is higher) of any Goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed Goods or material. Buyer shall have the right to audit and inspect Seller's books, records and other documents that relate to a termination claim. Buyer will make no payments pursuant to Section 15 (a) or (b) for finished Goods, Services, work-in-process or raw materials, fabricated or procured by Seller, in amounts in excess of those authorized in the Scheduling Agreement Releases or Purchase Orders, nor for any undelivered Goods which are in Seller's standard stock or which are readily marketable. Any Scheduling Agreement Release, Purchase Order or agreement in excess of these limits can be cancelled or amended at anytime by Buyer without any penalty to Buyer. Except as provided in this section, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for any other direct or indirect damages, including but not limited to loss of anticipated profit, unabsorbed overhead, interest of claims, product development and engineering costs, facilities and equipment rearrangements costs or rental, unamortized depreciation costs, general and administrative burden charges for termination of agreement or other consequential damages.
16. **LABOR, MATERIAL, EQUIPMENT AND TOOLING** – Unless otherwise specified on the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any agreement, all labor, materials, equipment, machinery, parts, tooling and other items required for Seller's performance under said agreement shall be provided and maintained by Seller at its expense. If the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any agreement calls for work to be performed by Seller, all work performed and all materials used in connection therewith shall be at the risk and expense of and shall be replaced by Seller in the event of any damage or destruction thereof prior to delivery to and acceptance by Buyer. If tools, equipment or machinery are provided by Buyer, then said tools, equipment and machinery must be stored according to industry standard, maintained by Seller at its expense and insured by Seller for any damage or destruction thereof.
17. **CLAIMS ADJUSTMENT** – Buyer may, at anytime and without notice, set off the amount of any claim of Buyer under the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any agreement against any payment due Seller under the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any agreement.
18. **AUDIT** – Seller shall maintain accurate and complete books and records according to the applicable ISO-standards for non-automotive Goods and Services and according to the applicable ISO-IATF standards for automotive Goods and Services (whether in printed, electronic or other format) in support of work performed, charges invoiced to Buyer or dealings with Buyer's employees. All such information, including details regarding entertainment, gifts and/or business, financial or other transactions between Seller and/or its affiliates and Buyer's employees shall be made available, without exception, to accredited audit representatives of Buyer. Records shall be retained for the duration of this agreement and for no less than twenty (20) years thereafter, unless another duration is agreed to by Buyer in the Order. Seller shall require its subcontractors and suppliers to maintain similar records for the same minimum time period, and require that they provide access to same by

Buyer's accredited representatives. Failure to cooperate with the foregoing shall constitute a material breach of the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or other agreement.

19. COMPLIANCE WITH LAWS – Seller and any Goods or Services provided by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Goods or Services provided, including but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health and safety and motor vehicle safety. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorneys' or other professional fees) arising from or relating to Seller's noncompliance.
20. RECALL – If a governmental agency declares that any of the Goods, or Buyer at any time reasonably believes in good faith that the Goods are or may be unsafe or unfit for the Buyer's intended use, then without limiting Buyer's other rights and remedies under these Terms and Conditions or applicable law, a) Seller shall give Buyer notice of such declaration from the governmental agency and provide Buyer copies of the declaration and all relevant notices, documents and correspondence; b) Seller shall cease producing the Goods; and c) Buyer may immediately terminate the agreement without liability to Seller by giving written notice to Seller. If Buyer does terminate the agreement, then Buyer's obligations shall immediately terminate and Buyer shall not be obligated to pay Seller any damages due to the termination. Buyer shall have the right to recall by purchasing or repurchasing any and all Goods, and any products in which the Goods were incorporated, from its customers and end-users and Seller shall reimburse Buyer for all costs that Buyer incurs in such recall. Seller shall assist Buyer and any governmental agency in the recall. Buyer shall have the right to return to Seller, at Seller's expense, all Goods previously delivered to Buyer and to require Seller to refund the purchase price to Buyer. If Seller demonstrates to Buyer's satisfaction that there is a safe substitute for the recalled Goods and that the substitute conforms to all of the requirements of the agreement, then Buyer shall have the right, in its discretion, to reinstate the agreement and to require Seller to perform in accordance with the agreement. Seller shall pay to Buyer an amount equal to all damages that Buyer incurs due to the declaration by the governmental agency and/or such good faith belief by Buyer and any resulting recall, delay in performance or return of Goods to Seller, and/or any termination of the agreement by Buyer.
21. HAZARDOUS MATERIALS – A Material Safety Data Sheet (MSDS) must be provided by Seller to Buyer with any shipments containing hazardous materials. If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients contained in Goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients.
22. REMEDIES – In the event of any breach of any Scheduling Agreement, Scheduling Agreement Release, Purchase Order, these Terms and Conditions or any other agreement by Seller, Seller shall be liable for all costs, expenses and damages, whether direct, indirect, incidental or consequential, arising from or relating to such breach. The remedies reserved herein shall be cumulative and not exclusive and may be exercised separately or together, in any order or combination, and in addition to any other remedies provided for or allowed by law, in equity or otherwise.
23. ASSIGNMENT AND SUBCONTRACTING – The obligations of Seller under the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any agreement may not be assigned or subcontracted in whole or in part, nor may any assignment of any money due or to become due under the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any agreement (other than the assignment of, or the grant of a security interest in,

accounts receivable in connection with the Seller's financing or borrowing funds in the ordinary course of business) be made by Seller without the prior written consent of Buyer. However, any approved assignment shall be subject to set-off, recoupment or any other lawful means of enforcing any present or future claim or claims which Buyer may have against Seller, and provided further that any such assignment shall not be made to more than a single assignee. In the event of an approved assignment, Seller shall provide to Buyer a true copy of the instrument of assignment for Buyer's information only and, notwithstanding such receipt by Buyer, such notice of assignment and/or instrument of assignment shall not be deemed to vary or waive the provisions of this section. Buyer shall have the right to assign the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any other agreement or its interest therein to any affiliated person, firm or corporation or to any corporation succeeding to Buyer's business.

24. ADVERTISING - Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the Goods or Services herein ordered, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.
25. RELATIONSHIP OF PARTIES – Seller and Buyer are independent contracting parties, and nothing in the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any other agreement shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf or in the name of the other.
26. WAIVER AND SEVERABILITY – Buyer's failure to insist upon the performance of any term or condition of the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any other agreement or to exercise any right thereunder on one or more occasions shall not constitute a waiver or relinquishment of Buyer's right to demand future performance of such term or condition or to exercise such right in the future. In the event that any provision of the Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any agreement shall be found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect as if the invalid or unenforceable provision were not a part hereof.
27. ENTIRE AGREEMENT AND AMENDMENT – The Scheduling Agreement, Scheduling Agreement Release, Purchase Order, these Terms and Conditions and any related agreement signed by an authorized representative of Buyer constitute a final agreement between Seller and Buyer and supersede all prior or contemporaneous oral representations and written documents with respect to the subject matter thereof. The Scheduling Agreement, Scheduling Agreement Release, Purchase Order, these Terms and Conditions or any other agreement may not be amended except by a written agreement signed by an authorized representative of Buyer.
28. CHOICE OF LAW AND FORUM – The Scheduling Agreement, Scheduling Agreement Release, Purchase Order or agreement shall be governed by the laws of the State of notwithstanding any state's choice of law or rules to the contrary. The 1980 United Nations Convention on Contracts for the International Sales of Goods shall not apply to any Scheduling Agreement, Scheduling Agreement Release, Purchase Order or this agreement or any transaction pursuant hereto. Seller consents and agrees that any dispute arising out of or relating to any Scheduling Agreement, Scheduling Agreement Release, Purchase Order or any agreement, or for any breach thereof, or for any defect or deficiency of the Goods or Services to be delivered thereunder (whether based in warranty, contract, negligence, strict or product liability) shall be governed by the Rules of the American Arbitration Association then in effect; provided, however that: (i) all arbitration proceedings shall take place in Lucas County, Ohio and shall be before one neutral arbitrator (admitted to practice law in the State of Ohio) mutually agreed upon by Seller and Buyer in writing, or in the event of no such agreement, one neutral arbitrator selected by the American Arbitration Association; (ii) the arbitrator shall be empowered to assess legal fees and expenses of such

proceedings (including the arbitration proceedings) in an equitable manner as such arbitrator shall determine; (iii) the award of the arbitrator shall be final, non-appealable and binding upon each of the parties and may be entered as a judgment in any court of competent jurisdiction, enforceable in accordance with the laws of such jurisdiction; and (iv) notwithstanding the provisions of such rules, with respect to matters relating to (a) discovery, shall be governed by the Federal Rules of Civil Procedure, and (b) evidence, shall be governed by the Federal Rules of Evidence.

29. MODIFICATION - Without prior notice to Seller, Buyer may modify these Terms and Conditions.
30. REASONABLE ASSURANCES – If at any time Buyer believes in good faith that Seller is or may be unable to perform its duties under the Purchase Order, Scheduling Agreement or any agreement, then Buyer may request that Seller provide reasonable assurances in writing of its ability to perform within five (5) days after Buyer makes a demand.