

**PLASCO, INC.**

**GENERAL TERMS & CONDITIONS**

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1. **DEFINITIONS**—The following terms, as referred to herein and in any documents associated herewith, shall be interpreted as such:
  - a. “Purchase Order” shall mean the instrument by which the Buyer has communicated to the Seller its needs for Seller’s Products. Purchase Order shall include but is not limited to the face of the Purchase Order document and any other documents specifically made a part thereto by Buyer, including Seller’s Documents to the extent accepted by Buyer in Section Seven (7) of this document, whether in printed or electronic form. In the event that such Purchase Order is intangible, Purchase Order shall also include but is not limited to any oral or electronic representation(s) of Buyer’s need for Seller’s Products.
  - b. “Buyer” shall mean Plasco, Inc., an Ohio corporation.
  - c. “Seller” and/or “Supplier” may be used interchangeably and shall mean the party with which the Purchase Order is placed and/or the party which receives a Request For Quotation.
  - d. “Request for Quotation” or “RFQ” shall mean the Buyer’s request, in print or electronic form, for the Seller to provide a written quotation of Product description, quantity, unit price for each Product item, date and other such relevant information as is standard in the industry or in prior dealings between Seller and Buyer, whichever is more specific.
    - i. A RFQ is NOT an order.
    - ii. A RFQ shall be subject to and completed in accordance with the instructions, inclusions, notes, terms and other such relevant conditions as are noted by Buyer in the RFQ.
  - e. “Products” and “Parts” may be used interchangeably and shall mean the goods and/or services covered by and referred to in the Purchase Order.
  - f. “Seller Document(s)” includes but is not limited to any quotation, acknowledgement, bill of lading, invoice, or other document issued by Seller, whether in printed or electronic form, as prepared by Seller or some entity authorized (including apparent authorization) to prepare such on Seller’s behalf.
  - g. “Buyer’s Location” shall mean Buyer’s location, as indicated on the face of the Purchase Order, Request For Quotation, or as otherwise indicated by Buyer.
  - h. “Supplier Guidelines” and “Quality Guidelines” as referenced on a Purchase Order, RFQ, or other document issued by Buyer, may be used interchangeably and shall mean the document which specifically prescribes the process, procedure and quality guidelines by which

Buyer expects Seller to adhere and to which Buyer expects to hold Seller during the performance of and/or manufacture of such Products.

2. **ACCEPTANCE**—Upon Seller’s acknowledgement or performance, Seller agrees that these General Terms & Conditions shall be incorporated in and made part of a binding contract, in addition and without limitation to each Purchase Order, release, requisition, work order, shipping instruction, specification and other document, in print or electronic form, that relates to the Products to be provided pursuant to the Contract (these General Terms and Conditions and the Purchase Order shall be collectively referred to as the “Contract”). Any additions to, changes in, modifications of, or revisions of this Contract which Seller proposes shall be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to and accepts in writing such proposed addition, change, modification, or revision.
3. **QUANTITY**—Buyer assumes no obligation whatsoever to purchase any quantity of Products from Seller, except as otherwise identified on the Purchase Order issued by Buyer. Any forecast quantities or other such representations shall be for bidding purposes only and shall only be construed as Buyer’s estimates for planning purposes and not as an obligation to buy any such quantity of Products.
4. **PRICE & BILLING**—Buyer shall be billed at the price indicated on Buyer’s Purchase Order. The payment shall be due on the date(s) indicated by Buyer on the Purchase Order or on the date the final shipment of conforming Products are received, whichever last occurs. Seller represents that the prices and terms for the Products covered by Buyer’s Purchase Order shall be no less favorable to Buyer than Seller offers to any other customer in the same or similar Products in similar quantities. Seller agrees that any price reduction made in Products of the type covered by Buyer’s Purchase Order subsequent to the placement of the Purchase Order shall be applicable to the Purchase Order and Buyer shall receive a refund in the amount of the reduction, issued either by check, by credit applied to the Products covered by the Purchase Order, or by some other mutually agreed upon means. Seller’s price shall not exceed the lowest prevailing market price, and in no event is the Purchase Order to be filled at prices higher than the last previously quoted or charged prices by Seller, whichever is lower, without Buyer’s prior written consent. Seller shall provide Buyer and its representatives with reasonable access to Seller’s records as shall be requested by Buyer to confirm billing and enable Buyer to calculate invoiced amounts.
5. **DELIVERY**—All deliveries shall be made in the quantities, on the dates, at the times and to the locations specified by the Buyer on the Purchase Order. Time is of the essence with respect to all delivery schedules. Buyer will not be required to pay for any goods that exceed the quantities

- specified in Buyer's delivery schedules or to accept goods that are delivered in advance of the delivery date specified in Buyer's delivery schedules. Deliveries in excess of those authorized in the Purchase Order shall be at Seller's risk of loss, may be returned to Seller or disposed of by Buyer without any liability to Buyer whatsoever and Seller shall pay Buyer for any and all packaging, handling, sorting, transportation, storage, and other expenses incurred in connection with such deliveries. Seller shall also bear the risk of loss of all goods delivered in advance of the delivery date specified in Buyer's delivery schedules and/or Purchase Order. If the requirements of Buyer's customers or market, economic or other conditions require changes in delivery schedules, Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments without entitling Seller to a price adjustment or other compensation. Seller shall at all times achieve one hundred percent (100%) on-time delivery. Any premium shipping expenses and other related expenses necessary to meet Buyer's delivery schedules shall be entirely at Seller's own expense.
6. **TAXES**—Except as may be otherwise provided on the face of the Purchase Order, Seller shall pay all taxes out of the purchase price, including without limitation, all federal, state, provincial, local, and foreign taxes. Seller shall separately invoice Buyer, in the appropriate form as required by law to permit deduction of payments tax purposes by Buyer, for any applicable sales, value added and/or similar turn over taxes. Moreover, Seller shall provide Buyer any information and/or documentation necessary to permit Buyer to recover any sales, value added and/or similar turn over taxes or charges associated with goods covered by the Purchase Order.
7. **NO MODIFICATIONS OR CHANGES**—Any Seller Document (including but not limited to any Seller Document referenced in the Purchase Order), to the extent containing any terms in addition to or inconsistent with the terms of the Purchase Order, or a rejection of any terms of the Purchase Order, shall be deemed to be a counter offer to Buyer and shall not be binding upon Buyer unless specifically accepted in writing by an authorized representative of Buyer. In the absence of written acceptance by Buyer of such counter offer, commencement of performance by Seller shall be deemed to be an agreement by Seller to perform in accordance with the terms of Buyer's Purchase Order and an acceptance thereof, notwithstanding any prior dealings or usage of trade.
8. **FORCE MAJEURE**—Unless as otherwise provided herein, Seller shall not be liable for a reasonable delay or default in furnishing Products hereunder, and Buyer shall not be liable for failure to perform any of its obligations hereunder, as a result of an event or occurrence beyond the reasonable control (and without such party's fault or negligence), including but not limited to natural disasters, fires, floods, windstorms, severe

weather, explosions, riots, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), equipment breakdowns, power failures, or any other similar condition. Any such delay or failure to perform under this Contract that results from such event or occurrence will be excused for only so long as such event or occurrence continues, provided, however, that the affected party gives prompt written notice of each such delay to the other party as soon as possible after the event or occurrence, but in no event more than two (2) days thereafter. During any such event and in addition to any other rights of Buyer under the Purchase Order, Buyer may: (a) purchase substitute Products from other available sources, in which case the quantities under the Purchase Order shall be reduced by the quantities of such substitute Products and Seller shall reimburse Buyer for any reduction in quality and/or additional costs to Buyer associated with obtaining the substitute Products compared to the prices set forth in the Purchase Order, and (b) have Seller provide substitute Products from other available sources in the quantities and at the times Buyer requests and at the prices set forth in the Purchase Order. During such event, if Seller shall be required to allocate its available production capacity among its customers, then the volumes supplied under the Purchase Order as a proportion of such capacity shall be used, plus five percent (5%) of such volumes under the Purchase Order for each year Buyer has purchased Products from Seller.

9. **LABOR DISPUTE OR MATERIAL SHORTAGE**—At least sixty (60) days before any of Seller's labor contracts expire and during the term of any such labor contracts as soon as Seller has knowledge that any actual or potential labor dispute, material shortage or other production difficulties may delay or threaten to delay its timely performance under the Purchase Order, Seller shall produce (and, at Seller's expense, locate in an area that will not be affected by any such event) a finished inventory of Products in quantities sufficient to ensure the supply of Products to Buyer for at least sixty (60) days after such event occurs.
10. **QUALITY ASSURANCE & INSPECTION**—Seller shall provide and maintain a quality assurance system which shall assure that all Products delivered to Buyer conform to the requirements set out in Buyer's Purchase Order, whether manufactured or processed by Seller or by Seller's suppliers. Seller shall comply with all quality requirements and procedures, as revised from time to time, as set forth in any applicable certification program and/or any applicable industry standard, including but not limited to QS-9000, ISO-9000, TS-16949, and/or as otherwise specified by Buyer. Seller shall maintain adequate records of all inspections and tests that shall indicate the nature and number of observations made, the number and type of non-conforming or defective Products, the quantities approved and rejected, and the corrective action taken. Such records shall be made available to Buyer at all times and, unless otherwise agreed to by Buyer, shall be retained by Seller for a

period of at least five (5) years. Notwithstanding payment, passage of title or prior inspection or testing, all Products are subject to final inspection and acceptance or rejection at Buyer's Location. At all reasonable times during the period of Seller's performance under the Contract, including the period of manufacture, Buyer and its customers may inspect and/or test the Products to be furnished under the Purchase Order at the locations where the work is being performed, including those of Seller's suppliers and Seller shall provide, without additional charge, reasonable facilities and assistance for safe and convenient inspection and testing. Buyer may conduct one hundred percent (100%) inspection of Products or any lot of Products or, at Buyer's option, Buyer may select and inspect samples thereof, and Buyer shall have the right to reject all or any portion of the Products or lot of Products if any such inspection reveals that any Product is defective or nonconforming. Neither Seller nor Seller's suppliers shall change the location where Products are being manufactured, without the prior written consent of an authorized representative of Buyer.

If a delivery of any Products or lot of Products contains replacement or corrected Products, Seller shall disclose to Buyer the extent of all prior rejections included in such delivery. The Parties agree that in the event any Products delivered pursuant to the Contract are nonconforming in any manner, Buyer may, in addition to all other remedies available, either itself or through others, rework, correct or otherwise alter any such Products for the purpose of making them conforming or less non-conforming; and all reasonable costs, charges and expenses associated therewith shall be the responsibility of Seller and may be deducted by Buyer from any amount due Seller. The Parties further agree that Buyer may return to Seller, or dispose of without any liability to Seller, any non-conforming Products that are delivered to Buyer and not rendered conforming through Buyer's efforts (although Buyer shall be under no obligation to undertake such efforts) and receive full credit for the price of such Products and all reasonable costs, charges and expenses associated therewith.

11. **PACKAGING & SHIPMENT; RISK OF LOSS**—Seller shall properly package and ship all Products in accordance with Buyer's specifications, or in the absence of specifications, in accordance with the requirements of common carriers, all in a manner to secure the lowest transportation cost to Buyer, and no additional charge shall be made to Buyer therefore unless otherwise stated in the Purchase Order. No charge shall be made to Buyer for handling, package, storage or transportation, unless otherwise stated in the Purchase Order. All shipments shall be accompanied by packing slips showing the packing slip number, Purchase Order number, contents and weight, the name of Buyer's Location and/or dock number, and, where multiple packages comprise a single shipment, each package shall also be consecutively numbered. Order numbers, package numbers and all part or code numbers of Buyer shall be shown on all packing slips, bills of lading and invoices. Seller shall describe

Products, and any services to be provided in connection with such Products, on the bill of lading or other shipping receipt and to route shipment in accordance with instructions issued by Buyer.

12. **WARRANTY**—In addition to any other express or implied warranties provided by law or otherwise, Seller warrants and guarantees to Buyer, its successors, assigns and customers that each Product shall: (a) be new and conform to the Purchase Order in all respects, (b) conform to all specifications, drawings, samples, brochures, manuals and other descriptions furnished by, or accepted in writing by, an authorized representative of Buyer, (c) comply with applicable standards in the industry and standards issued under all laws, (d) be merchantable and fit for the purpose for which intended, Seller acknowledging that it knows of Buyer's intended use and (e) be of the highest quality, materials and workmanship, and free from all defects in design, materials and workmanship. Seller also expressly warrants that title to all of the Products shall be vested in Buyer free and clear of any and all liens and encumbrances of whatsoever nature and kind. All warranties of Seller, express or implied, and all remedies of Buyer, in this Section or elsewhere, shall survive indefinitely any delivery, inspection, tests, acceptance, payment or processing.

12.1 **WARRANTY PERIOD**—Seller acknowledges that Buyer is required by its customers to warranty certain Products for certain periods of time, as determined by each customer and such customer's industry standards and/or practices. As such, Seller agrees to warranty the Products covered by the Purchase Order for such periods of time as Buyer is required to warranty such Products by Buyer's customers.

13. **INGREDIENTS & HAZARDOUS MATERIALS; SAFETY**—Upon Buyer's request, Seller shall promptly furnish to Buyer, in such form and detail as Buyer directs, a material safety data sheet including at a minimum: (a) a list of all ingredients in the Products and any other goods or property brought by Seller (or by any of Seller's employees, agents or contractors) to Buyer's Plant, (b) the quantity of all such ingredients and (c) information concerning any changes in or additions to such ingredients. Prior to, and together with, the shipment of the Products, goods or property, Seller shall furnish to Buyer and all carriers sufficient written warnings and notices (including but not limited to appropriate labels on the Products, goods, property, containers and packing) of any hazardous material that is an ingredient or a part of any of the Products, goods or property, together with all special handling instructions, safety measures and precautions as may be necessary to comply with applicable law, to inform Buyer and all carriers of any applicable legal requirements and to best allow Buyer and all carriers to prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Products, goods, property, containers and packing. All goods and property of Seller (or any

of Seller's employees, agents or contractors) brought to Buyer's Location shall be removed by Seller at Seller's expense, upon Buyer's request, and disposed of in accordance with applicable law. Seller shall at all times comply with all environmental, safety and other rules and regulations of Buyer.

14. **TERMINATION**

14.1 **TERMINATION FOR BREACH**—Buyer may terminate all or part of this Contract without any liability to Seller or obligation to purchase raw materials, work(s)-in-process or finished goods if Seller:

- 14.1.1. repudiates, breaches, or threatens to breach any of the terms of this Contract, including Seller's warranties;
- 14.1.2. fails to perform or threatens not to perform services or deliver goods in accordance with this Contract;
- 14.1.3. fails to assure timely and proper completion of services or delivery of goods.

14.2 **TERMINATION FOR CONVENIENCE**—In addition to any other rights of Buyer to cancel or terminate this Contract, Buyer reserves the right, for any reason, to cancel any undelivered portion of the Purchase Order to make changes in the Purchase Order, including without limitation, changes to one or more of the following:

- 14.2.1. the drawings, designs, or specifications of the Products;
- 14.2.2. the method of shipment of packaging products;
- 14.2.3. the place or time of inspection, delivery, or acceptance of the Products; and
- 14.2.4. the amount of any Buyer-furnished property.

In the event of a termination of the Contract under this Section 14.2, Buyer shall furnish to Seller, as Seller's sole and exclusive recovery from Buyer, the following amounts, without duplication, as determined by Buyer: (a) the purchase price for Products received by Buyer prior to cancellation, acceptance in accordance with the Purchase Order and not previously paid for and (b) the reasonable direct out-of-pocket costs (excluding anticipated profits) incurred by Seller in connection with finished work, work(s)-in-process and other parts and materials produced or acquired in accordance with the Purchase Order and which Seller cannot use for itself or for others; provided that, Seller shall use its best efforts to mitigate such costs. In the event of a change, if such change causes an increase or decrease in the cost of or time required for performance of the Contract, an equitable adjustment, as determined by Buyer, shall be made in the price or delivery schedule or both. No claim by Seller for adjustment hereunder shall be considered unless made in writing within ten (10) days from the date notice of any such cancellation or change is received by Seller.

Where the cost of property related to a cancellation or change is included in Seller's claim for adjustment, Buyer shall have the right to take title thereto and prescribe the manner of disposition thereof. Nothing in this Section shall excuse Seller from proceeding with performance of the Contract as changed. No price increases, costs, charges or other amounts, extensions of time for delivery or other changes shall be binding on Buyer unless evidenced by an amended Purchase Order issued by Buyer. Payments made under this Section shall not exceed the aggregate price specified in the Purchase Order, less payments otherwise made or to be made. The provisions of this Section shall not apply if all or any portion of the Contract is cancelled by Buyer due to the default of Seller.

15. **DEFAULT AND REMEDIES**—Seller shall be in default of this Contract if: (a) Seller does not comply with the Contract in all respects, (b) Seller makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Seller or (c) at any time in Buyer's sole judgment Seller's financial or other condition or progress on the Purchase Order shall be such as to endanger timely performance. Upon any default of the Contract, in addition to all other remedies hereunder or under applicable law or in equity, Buyer may exercise any one or more of the following remedies: (a) cancel all or any portion of the Contract without liability, except the obligation to pay the purchase price for conforming Products received by Buyer prior to cancellation, accepted in accordance with the Purchase Order and not previously paid for, (b) require Seller to repair or replace any or all Products, at Buyer's option and at Seller's sole expense, either at Buyer's Location or at any other location designated by Buyer, (c) require Seller to pay all transportation and other charges arising from delivery, storage and return of Products, (d) purchase replacement Products from a third party and charge the same to Seller, (e) recover from Seller any and all increased costs and other damages relating to such default and (f) recover attorneys' fees and costs of suit, plus interest on all of the foregoing at the highest rate permitted by applicable law. No delay by Buyer in the enforcement of any provision of the Contract shall constitute a waiver thereof, and no waiver thereof shall constitute a waiver of any other provision.
16. **INDEMNIFICATION**—Seller agrees to indemnify, defend and hold harmless Buyer, its affiliates, customers and each other third party to which Products are provided, and each of their shareholders, members, directors, officers, employees and agents from and against any and all claims, demands, actions, causes of action, suits, judgments, settlements, costs, fees, penalties, damages, attorneys' fees and all other liabilities and obligations whatsoever ("Losses") arising out of or relating to: (a) personal injuries, illness or death of any person (including, without limitation, Buyer's and Seller's employees, agents, subcontractors and any

bystanders or onlookers) or damage to any property (including, without limitation, Buyer's and Seller's real and personal property and real and personal property of Buyer's and Seller's employees, agents, subcontractors and real and personal property of any bystanders or onlookers) and any spill, discharge or emission of hazardous wastes or substances, any of the foregoing Losses in this subsection which relates to, in whole or in part: (i) any manufacturing, design or other defect, failure to warn, improper handling, improper operating or installation instructions or other act or omission of Seller or any of Seller's employees, agents or subcontractors with respect to any of the Products, or (ii) the performance by Seller or any of Seller's employees, agents or subcontractors of any services, whether on the property of Buyer, Seller or any third party; (b) any breach of warranty made by Seller or any of Seller's employees, agents or subcontractors with respect to any of the Products or otherwise and any claim of Buyer or any third party relating to any Products or their quality; (c) any breach of the Contract or any other agreement between Buyer and Seller; (d) any recall campaign in which Buyer, any customer of Buyer or any third party participates in connection with any of the Products and (e) any patent, trademark, copyright, trade secret or other infringement claims against Buyer or the Products, even if the Products are made to Buyer's specifications. Seller's indemnification shall be reduced solely to the extent that Losses are clearly shown to have resulted solely and directly from the gross negligence or willful misconduct of Buyer. Seller's indemnification shall continue notwithstanding any delivery, inspection, tests, acceptance, payment or processing. In furtherance and not in limitation of the foregoing, Seller agrees that it shall pay interest at the highest rate permitted by law to Buyer, any customer of Buyer or any third party, on all indemnification amounts owed, and Buyer may at its option participate in the defense of any third party claim with its own counsel, at Seller's expense.

17. **SELLER'S EQUIPMENT**—At its own expense, Seller shall furnish, keep in good condition, and replace when necessary all of its machinery and equipment required for the production of goods covered by this Contract. Seller shall also insure its equipment with insurance coverage sufficient for its full replacement value. Seller shall grant Buyer an irrevocable option to take possession of, and title to, all or part of Seller's equipment that is specially designed or outfitted for the production of the goods covered by this Contract, in which event Buyer will, within sixty (60) days following delivery of such equipment to Buyer, pay to Seller of the lesser of (a) the net book value of such Seller's equipment (i.e., actual cost less amortization) or (b) then current fair market value of such Seller's equipment, in each case less any amounts that Buyer has previously paid to Seller on account of such Seller's equipment. The foregoing option shall not apply to the extent that Seller's equipment is used to produce goods that are the standard stock of Seller and are then being sold by Seller to other customers. Buyer's right to exercise the foregoing option is

not conditioned on Seller's breach or Buyer's termination of this Contract or upon payment of any other amounts due under this Contract.

18. **BUYER'S PROPERTY**—To the extent that this Contract applies to Buyer's purchase of or reimbursement to Seller for any tooling and/or production materials (collectively referred to as "Tools") to be used in manufacturing Products pursuant to Buyer's Purchase Order, Seller shall only purchase such Tooling as is indicated on the Purchase Order. Seller acknowledges that all Tools so listed on the Purchase Order, or otherwise supplied by Buyer, and all Products returned by Buyer for repair or pending replacement (collectively, "Buyer's Property") are and shall be owned by Buyer and Tools shall be used exclusively for the production of Products for Buyer, and not any other customer of Seller. Seller shall have only temporary possession of Buyer's Property, and shall deliver all or any part thereof to Buyer immediately upon demand or automatically upon any bankruptcy or insolvency filing or other similar event by or relating to Seller and if not so accounted for or so returned shall be paid for promptly by Seller. Seller at its own expense shall keep all Buyer's Property in working condition and fully insured for the benefit of Buyer, and Seller shall bear the risk of loss and damage of such Buyer's Property at all times while in Seller's possession, shall keep it segregated from all other assets and labeled as being the property of Buyer, shall not move such Buyer's Property from Seller's premises without Buyer's prior written consent and shall immediately sign and file any UCC-1 forms required by Buyer in respect thereof. Nothing in this Section shall be construed as imposing any obligation on Buyer to furnish to Seller any designs, sketches, drawings, blueprints, patterns or Buyer Property and Buyer does not guarantee the accuracy of any such property supplied by it. Upon termination of this Contract or fulfillment of the Purchase Order, whichever is sooner, or as otherwise indicated by an authorized representative of Buyer, Seller shall surrender such Tools to Buyer and shall deliver such Tools to Buyer's Location unless Buyer directs otherwise.
19. **INSURANCE**—In addition to all other insurance coverage required by law or as requested by Buyer, Seller shall provide workers' compensation, automobile and comprehensive general liability insurance, including coverage for contractual liability, products liability and completed operations, in amounts and with coverages acceptable to Buyer. Buyer shall also be named as an additional insured on such policies (other than the workers' compensation insurance policy). Upon request by Buyer, Seller shall promptly furnish Buyer with a certificate of insurance acceptable to Buyer showing the amount of coverage, policy number and date of expiration of the insurance, indicating that Buyer is an additional insured on such policies (other than the workers' compensation insurance policy) and requiring that Buyer be given thirty (30) days written notice prior to any modification, lapse or cancellation of any policy. If Seller is self-insured for workers' compensation coverage, it shall, at Buyer's

request, provide the applicable state certificate establishing such status to Buyer. Seller, on behalf of itself and its insurers, hereby waives any right of subrogation against Buyer for any liability, costs or expenses imposed on Seller or its insurers. The purchase of insurance will not limit or release Seller from Seller's obligations or liabilities under the Purchase Order.

20. **SERVICES PERFORMED ON BUYER'S PREMISES**—To the extent permitted by law, Seller hereby waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Buyer's premises on account of any Products and shall cause all of its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Buyer. If any such mechanics' liens or claims are filed or maintained against Buyer or Buyer's premises, Seller shall immediately discharge such mechanics' liens in a manner satisfactory to Buyer.
21. **SET-OFF**—Buyer shall be entitled at any time to set off any sums owing by Seller or any of Seller's affiliated companies, to Buyer or to any of Buyer's affiliated companies, against sums payable by Buyer in connection with the Purchase Order.
22. **NO ADVERTISING**—Without the prior written consent of an authorized representative of Buyer, Seller shall not, in any manner, advertise or publish that Seller is providing Products to Buyer pursuant to the Purchase Order or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.
23. **LIMITED ASSIGNMENT**—Seller agrees not to assign the Purchase Order or delegate the performance of its duties hereunder without the prior written consent of Buyer. Failure to comply with the provisions in this Section shall result in, at the option of Buyer, a cancellation of Buyer's obligations hereunder without any liability whatsoever.
24. **RELATIONSHIP OF PARTIES**—Seller and Buyer are independent contracting parties. Nothing in this Contract makes either party the agent or legal representative of the other for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in the name of the other party.
25. **NOTICES**—All notices required under this Contract shall be in writing and sent to the Buyer at the address and to the person set forth in the Purchase Order, or to such other address or person as may be designated by the Buyer in writing. All notices shall be deemed received when: (1) delivered personally to the person set forth in the Purchase Order; (2) sent by confirmed facsimile and followed by the original document within two

business days; or (3) one day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

26. **NO IMPLIED WAIVER**—The failure of either party at any time to require performance by the other party of any provision of this Contract will not affect the right to require such performance at any later time, nor will the waiver by either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision. No failure or delay in exercising any right or remedy will operate as a waiver thereof nor will any single or partial exercise thereof preclude other or further exercise thereof. No course of dealing or course of performance may be used to evidence a waiver or limitation of Seller's obligations under this Contract.
27. **COMPLIANCE WITH LAWS**—Seller, and all Products supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances, permits and standards (including industry standards) of the country(ies) of origin and destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Products, including, but not limited to, those relating to environmental matters, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon Buyer's request, Seller shall certify in writing its compliance with the foregoing.
28. **GOVERNING LAW & JURISDICTION**—The Purchase Order shall be construed according to the laws of the state of Ohio and the federal laws of the United States of America, notwithstanding any inconsistent provisions of the United Nations Convention on Contracts for the International Sale of Goods, and notwithstanding any choice of law provisions that would otherwise require application of any other law. Any legal action or proceeding by Seller against Buyer arising out of the Purchase Order shall only be brought by Seller in an Ohio state court located in the county where the Purchase Order was accepted or issued by Buyer, or in a federal district court located in the district in which the Purchase Order was accepted or issued by Buyer. Any such legal action or proceeding by Buyer against Seller may be brought by Buyer in any of the courts described above, or may be brought by Buyer in the Circuit Court for the County of Montgomery, Ohio, or the Federal District Court for the Southern District of Ohio. Seller specifically consents and submits to the personal jurisdiction and venue of the courts described in this Section and service of process in accordance with the courts' procedures.
29. **SEVERABILITY**—If any provision of this Contract, or portion of any provision, is declared or found to be unenforceable, the balance of the Contract or such provision shall be interpreted and enforced to the greatest extent possible, as if the unenforceable provision or portion had

never been a part hereof. In no event shall the Contract be invalid due to an unenforceable provision or portion of a provision of the Contract.

30. **ENTIRE AGREEMENT**—The Contract, together with any other documents and/or terms specifically referenced by Buyer in the Contract, constitutes the entire agreement between the Parties with respect to the Products and no modification of the Contract shall be effective unless in writing and signed by an authorized representative of Buyer. Any agreements, negotiations or understandings of the Parties prior to the date of the Purchase Order, whether written or oral, are superseded hereby.
31. **CAPTIONS**—Captions at the beginning of the several sections of this Contract are not a part of the context thereof, but are merely labels to assist in locating and reading those several sections. They shall be ignored in construing this Contract.
32. **TRANSLATIONS**—Buyer may provide various translated versions of this Contract for informational purposes only. However, the original English language version of the Contract shall apply in the event of any disagreement over the meaning or construction of any provisions of the Contract.
33. **CUSTOMS & EXPORT CONTROL**—Credits or benefits resulting or arising from the Purchase Order, including trade credits, export credits or the refund of duties, taxes or fees, belong to Buyer. Seller shall be responsible for any special duties, including but not limited to marking, anti-dumping and countervailing duties. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive these benefits or credits, and to fulfill any customs related obligations, origin marking or labeling requirements and local content origin requirements. Seller shall obtain all export licenses or authorizations necessary for the export of the goods unless otherwise indicated in the Purchase Order, in which event Seller shall provide all information as may be necessary to enable Buyer to obtain such licenses or authorizations. Seller shall make all arrangements that are necessary for the goods to be covered by any duty deferral or free trade zone programs for the country of import.