

1. Health and Safety Precautions. Buyer represents and warrants that a) it understands the nature and characteristics of the Product(s) and any hazards associated with its use; b) Buyer has read and is familiar with the available information on the Products hazards, proper use, and handling; and c) Buyer will adequately instruct and warn all persons, including all employees and third-parties who may come in contact with, or be in the vicinity of the Product(s), with respect to the safe and proper use and handling of the Product(s).

2. Taxes. Prices on the specified products are exclusive of all city, state, and federal excise taxes, including, without limitation, taxes on manufacture, sales receipts, gross income, occupation, use and similar taxes. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by the Buyer.

3. Payment. Invoices will be dated the day of shipment. Unless otherwise stated on the face thereof, all invoices are "Due on Receipt". Invoices for products or services delivered under this Agreement are payable only in U.S. funds, unless specifically stated differently on the face of the invoice. Time is of the essence with respect to each payment. Buyer hereby grants to Seller a security interest in all products provided hereunder ("Products") and in all proceeds thereof, until the complete purchase price and all additional costs and charges are paid by Buyer. At the request of Seller, Buyer hereby agrees to execute such documents reasonably required to perfect Seller's security interest in the Products and buyer shall not be entitled to set off, recoup or withhold any payment, or any portion thereof, which is due. Accounts with an overdue balance are not eligible for early pay discounts on any invoices.

4. Credit. Credit shall be subject to the approval of Seller who reserves the right to alter the payment and credit terms and set a limit of credit. Credit terms will be as disclosed in a "Credit Approval Letter" and/or "Annual Credit Review" and can be altered and/or withdrawn at any time. Should credit be withdrawn or in the absence of credit terms Invoices will be "Due on Receipt". All outstanding invoices are charged 1.5% interest from the invoice date until paid in full. All payments received are applied first to any outstanding interest/finance charges then to the oldest invoices first. Each shipment shall be treated as a separate and independent contract but if Buyer shall fail to fulfill the terms of payment under any contract, the Seller, at its option, may terminate this Agreement, seek all remedies to which Seller may be entitled, and terminate any further deliveries of products or services to Buyer under any agreement with Buyer, until payment shall have been made. Buyer agrees that Seller shall be entitled to recover from Buyer all the reasonable costs and expenses of collection, including attorney's fees, which may be incurred by Seller in enforcing any obligation under this Agreement, including payment.

5. Prices and Delivery; Confidentiality. Unless otherwise stated, prices are subject to change without notice, including, but not limited to, fluctuations in any applicable currency exchange rate or volatility in materials in the market. No cash discounts or other discounts for prompt payment are offered unless specifically stated on the face of the invoice issued for Products or Services sold. Delivery of the Products shall be F.C.A. point of shipment (Incoterms 2010). Buyer will pay or reimburse Seller for all freight. Seller shall not be responsible for storage, transportation, or similar charges incurred at destination. Title and all risks of loss and damages shall pass to buyer upon delivery of the Products to the carrier. No claim for credit for alleged shipping, quality, freight, or pricing adjustment shall be valid unless presented to Seller in writing within thirty (30) days after receipt of Products or Services. Failure to file such a claim within thirty (30) days shall constitute unqualified acceptance of Products by Buyer. No Product shall be returned to Seller without prior written authorization of Seller. Buyer acknowledges and agrees that the pricing information under this Agreement is confidential and Buyer agrees not to disclose, directly or indirectly, to any third party any portion of the pricing without the prior written consent of Seller.

6. Delivery. Terms shall be F.O.B. Seller's premises. Freight charges are the responsibility of the Buyer. Buyer will pay special handling charges by carrier. Risk of loss shall pass to Buyer at Seller's point of shipment.

7. Delays. Seller will not be liable for any delay in the performance of orders or contracts, or in the shipment of goods, or for any damages suffered by Buyer by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond its control.

8. Conditions. All orders or contracts are accepted with the understanding that they are subject to Seller's ability to obtain the necessary raw materials and supplies and are subject to Seller's current manufacturing schedules, government regulations, orders, directives, and restrictions that may be in effect from time to time.

9. Materials. Materials furnished by Seller are to be within the limits and of the sizes published by Seller and subject to Seller's standard tolerances. Variations in quantities are +/- 10% when the ordered quantity is more than 10 or +/- 1 unless specifically stated otherwise in advance.

10. Technical Data, Advice. Any technical data and advice furnished by Seller with respect to Products and Services and the use of such Products and Services is given without charge, and Seller assumes no obligation or liability for such information. All such data, advice, drawings and specifications shall be given and accepted at Buyers risk. Catalogs, circulars and similar pamphlets of the Seller are issued for general information purposes only and shall not be deemed to modify the provisions hereof or create any warranties.

11. Nonconformity. All materials made by Seller are to be inspected by authorized persons before shipment and should any of such material prove defective due to faults in manufacture or fail to meet the written specifications accepted by Seller, Buyer shall not return the goods, but shall notify Seller within 5 days of delivery of the goods, stating full particulars in support of the claim, and afford Seller a reasonable opportunity to inspect the goods. Seller will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Seller be liable for consequential or other damages, losses, or expenses in connection with or by

reason of the use of or inability to use materials purchased for any purpose. No withholding of funds, back charges, returns, credits or repairs against amounts otherwise due Seller will be permitted unless agreed to in writing by Seller.

12. Delivery and Storage Costs. Buyer shall accept delivery upon Seller's tender of delivery. If Buyer fails to accept delivery and remove goods from Seller's premises upon Seller's tender of delivery, Buyer shall pay Seller for storage costs, at Seller's standard storage rate, per item or goods. Unless otherwise agreed, tender of delivery shall mean Seller's notification, whether written or verbal, to Buyer that the goods are available to be picked up by Buyer or shipped to Buyer.

13. Patents, Copyrights, and Trademarks. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or Services hereunder. Seller's drawings, blueprints, computer codes, technical information, intellectual property and know-how shall be the exclusive property of Seller, and Buyer shall have no right, title or interest therein. Buyer shall maintain in confidence, and shall not disclose to any third party, or use for any purpose other than that for which it was supplied, any information or property of Seller which is designated by Seller as confidential, secret or proprietary information of Seller. Buyer shall not identify as genuine products of Seller, products purchased hereunder which have been treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative. Seller shall be entitled to rely upon any information, specifications, designs, formulas or other information supplied to Seller by Buyer or Buyer's representatives, and Seller shall not be responsible for any damages or loss arising out of the use or incorporation by Seller of the same. Buyer warrants to Seller that neither any design, specification, drawing or pattern provided to Seller by Buyer or Buyer's representatives, nor any use contemplated by Buyer of the Products, infringes any patent, copyright, trade secret or other intellectual property rights.

14. Indemnification. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorney's fees), regardless of the theory of liability, incurred by or threatened to Seller in connection with any modifications by Buyer to the Products or Services supplied hereunder, the incorporation of the Products into any product, the extension of any warranties beyond those provided herein, or any other acts or omissions of Buyer related to the sale or distribution of the Products or Services provided by Seller.

15. Limitation of Damages. Buyer's damages are limited to actual damages only and shall not exceed the dollar value of the purchase order with Seller. Under no circumstance shall Seller be responsible for consequential damages.

16. No Warranties. The advice of Seller's technical staff is available to the trade, but Seller, not controlling or supervising the subsequent manufacture, fabrication, or installation of its products or their use after sale, does not warrant or guarantee such advice. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN CONTRACT OF PURCHASE OR ACKNOWLEDGMENT OF ORDER, BUT IN SUCH CASE SUCH WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED.

17. Special Orders. All goods manufactured by Seller are made to the unique specifications of Buyer and are considered special orders by Seller. Buyer shall defend, protect, and save harmless Seller against all suits at law or in equity and from all damages, including attorney's fees and defense costs, claims, and demands for actual or alleged infringement of any United States or foreign patent and shall defend any suit or actions which may be against Seller for any alleged infringement because of the manufacture and/or sale of the material covered thereby.

18. Applicable Federal Laws. Seller will comply with all federal laws and regulations that govern Seller's performance hereunder.

19. Entire Contract. This is not a firm offer and may be changed or revoked at any time. Acceptance of this offer is expressly limited to the exact terms contained herein and any attempt to alter or omit any of such terms shall be deemed a rejection and a counteroffer.

20. Acceptance by Buyer. Buyer's authorization to permit Seller to manufacture/supply goods for it and/or acceptance of the goods produced for Buyer by Seller constitutes acceptance in whole of all terms set forth hereinabove notwithstanding language in Buyer's Purchase Order or other terms of sale to the contrary set forth in any other document prepared by Buyer, to which inconsistent or additional terms object is hereby given Seller.

21. Headings. Headings are for reference only and are not part of the contract.

22. Governing Law and Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, exclusive of the choice of law provisions thereof. An action to enforce or interpret the provisions of this Agreement, or otherwise arising out of Seller's or Buyer's performance or non-performance of their respective obligations, arising in contract, tort, or otherwise, shall be maintained exclusively before the Municipal Court of Canton, Ohio, the Common Pleas Court of Stark County, Ohio, or the United States District Court for the Northern District of Ohio, except that Seller in its' sole discretion may also maintain any such action in any court (a) within whose territorial jurisdiction of are located; (b) located in any jurisdiction within which Buyer executed any document in connection with the transaction described herein; or (c) in any court in aid of execution of the judgement or order of any court having jurisdiction as set forth above. Each of the parties hereto irrevocably consent to the personal jurisdiction of the courts set forth above. The parties agree that the formation of the contract or agreement of the parties occurred or will occur in Stark County, Ohio.