

TERMS AND CONDITIONS OF SALE

The Quotation and these Terms and Conditions of Sale ("Terms and Conditions") serve as the basis for a Contract between Joslyn Mfg. Co. and Customer. Unless accepted as a Contract, the Quotation shall expire 30 days after the date thereof. Customer's acceptance of the Quotation is contingent upon Customer's acceptance of these Terms and Conditions.

1. Definitions. The following definitions apply to these Terms and Conditions: "**Contract**" means these Terms and Conditions, the Quotation and any other documents attached to the Quotation or expressly incorporated into the Quotation by Joslyn Mfg. Co. "**Customer**" means the entity to which Joslyn Mfg. Co. is providing Products or Services under the Contract "**Joslyn Mfg. Co.**" means The Joslyn Manufacturing Company, an Ohio corporation. "**Products**" means all parts, materials, and other goods that Joslyn Mfg. Co. produces for Customer in accordance with the Contract. "**Purchase Order**" means a written purchase order issued by Customer to order Products and Services. "**Quotation**" means the document(s) to which these Terms and Conditions are attached which must be signed and accepted by Customer to form a Contract. "**Services**" means all services that Joslyn Mfg. Co. performs or has agreed to perform under the Contract. "**Tooling**" means tooling that is created by Joslyn Mfg. Co. for Customer under this Contract and that is used to produce Products for Customer.

2. Pricing Terms. The Quotation is subject to change prior to acceptance based upon fluctuations in raw material pricing. Pricing shall be subject to adjustment based upon: (1) modifications that are required to Tooling, Products or orders based upon inaccurate or incomplete information supplied by Customer, (2) design or drawing changes resulting from Customer's requested revisions, and (3) price adjustments for overages or shortages as described herein. Prices are exclusive of and subject to federal, state and local taxes where applicable.

3. Drawings & Specifications. Customer shall provide complete and accurate drawings, 3D CAD, and specifications when available. Where both 3D CAD and drawings are provided, Customer will be responsible for confirming which is the governing document. All drawing and specification modification requests shall be submitted in writing by the Customer. If any stock, work in process, or raw material is affected by such change requests, the Customer is liable for accepting parts in their current state.

4. Tooling. Quoted Tooling costs may include tooling design, patterns, castings and trim fixtures or die sets. Quoted Tooling may also include sample pieces (quantity to be determined), to be furnished for Customer approval prior to start of a production run. Tooling patterns are designed to be temporary in nature and shall be disposed of upon approval of samples and completion of production tooling. All molds, dies, trim fixtures and accessory items supplied by Joslyn Mfg. Co. shall become the property of Customer upon payment in full of specified Tooling charges and the contract price of the quantity of product specified in the Purchase Order. All Customer owned Tooling will be stored at Joslyn Mfg. Co. without storage fees unless there has been no activity (production) within the last 36 months (in which case Customer shall be asked to complete a "Tooling Disposition Form" to indicate if production Tooling should be (1) disposed of by Joslyn Mfg. Co. or (2) shipped to the Customer collect, or (3) stored at Joslyn Mfg. Co. for a storage fee (to be determined)). Customer agrees that Tooling may require repairs or replacement after a period of use to assure continued adherence to production specifications. If Customer is notified that repair or replacement is necessary, Customer shall have the option to (A) pay for such repairs/replacement, (B) provide Joslyn Mfg. Co. with new Tools, or (C) request continued production with existing Tooling, but on the condition that Joslyn Mfg. Co. shall have no liability for defective or non-conforming products produced with the existing tooling. Any tooling not designed by Joslyn Mfg. Co. requires full inspection before production can commence. If tooling is insufficient, Customer agrees to pay for replacement or necessary adjustments.

5. Purchase Order and Lead Times. Customer shall submit a blanket Purchase Order to Joslyn Mfg. Co. upon execution of this Contract, along with scheduled releases. Blanket Purchase Orders are not to exceed six (6) months in duration from Purchase Order date to ship date. Customer agrees to accept any overage or shortage in shipment quantity (not to exceed 10% of each order), unless exact quantities are specified at time of order placement. General lead times are 8-10 weeks from receipt of Purchase Order. Actual lead times will be acknowledged upon receipt of Purchase Order. Lead times may vary based on capacity at time of order placement.

6. Payment. Payments for all Products are due within 30 days from date of Joslyn Mfg. Co.'s invoice (Net 30), unless other terms have been approved in writing. The payment terms for Tooling costs are: 50% of Tooling cost is due

upon receipt of Customer's Purchase Order and the balance is due upon delivery of samples. Customer shall pay in full all charges without retainage or the right of set-off. If Customer fails to pay invoices when due or if Joslyn Mfg. Co. has reasonable doubt of Customer's ability to pay at any time, Joslyn Mfg. Co. may demand advance payment for subsequent deliveries or suspend or terminate performance without penalty. Customer accepts and agrees to the other terms of payment and invoicing described in the Quotation.

7. Delivery and Returns. Delivery will be FOB: Macedonia, Ohio. No order may be cancelled, delivery date changed, nor any Products returned to Joslyn Mfg. Co. without express written consent.

8. Acceptance. Samples will be submitted on all orders requiring new Tooling. Written approval of samples will be required before start of production run. After sample approval, any changes to tooling or parts requested by the customer will be at Customer's expense.

9. Limited Warranties; Limitation of Liability. Joslyn Mfg. Co. warrants that it can convey good title to all Products and that the Tooling, Products and Services shall conform to the written designs or specifications agreed to by the parties and subject to standard tolerances for variations. Should any of the Tooling, Products or Services fail to meet the agreed written specifications, Customer shall promptly notify Joslyn Mfg. Co. of the nonconformance and Joslyn Mfg. Co. will either repair or replace the nonconforming Tooling, Products or Services, or will refund the purchase price paid at its option. Any claim that the Tooling, Products or Services fail to conform to Joslyn Mfg. Co.'s specifications, shortages, delays, or failures in shipment or delivery, or for any other cause shall be deemed waived and released by Customer unless made in writing within ninety (90) days after the event giving rise to the claim. JOSLYN MFG. CO. MAKES NO OTHER WARRANTIES WITH REGARD TO THE TOOLING, PRODUCTS OR SERVICES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. JOSLYN MFG. CO.'S TOTAL CUMULATIVE LIABILITY ARISING UNDER THIS CONTRACT SHALL NOT IN ANY CASE EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE TOOLING, PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM. IN NO EVENT SHALL JOSLYN MFG. CO. HAVE ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY TYPE, INCLUDING DAMAGES FOR LOST PROFITS OR BUSINESS INTERRUPTION. CUSTOMER'S REMEDIES EXPRESSED IN THIS PARAGRAPH ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THIS CONTRACT.

10. Force Majeure. Joslyn Mfg. Co. shall not be liable for any act, omission, result or consequence, including but not limited to any delay in delivery or performance, which is due to any act of God, the performance of any government order, local labor shortage, fire, flood or other casualty, governmental regulation or requirement, shortage or failure or raw material, supply, fuel, power or transportation, breakdown of equipment, or any cause beyond Joslyn Mfg. Co.'s reasonable control.

11. Miscellaneous. This Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio without regard to its conflicts of laws principles. A party's failure to enforce any right hereunder shall not constitute a waiver of its future right to enforce such right. Customer may not assign this Contract without Joslyn Mfg. Co.'s prior written consent. If any provision of this Contract is declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. No pre-printed or standard terms set forth in Customer's Purchase Order shall serve to modify this Contract. This Contract constitutes the entire agreement between the parties and shall supersede and invalidate any prior written or verbal agreements that may be or have been in effect for the related subject matter. The provisions of the Quotation shall control in the event of any conflict with these Terms and Conditions.