

TERMS AND CONDITIONS OF PURCHASE

These Terms and Conditions of Purchase (the "Terms") govern the purchase of Products and/or Services (as each term is defined herein) by RW Screw, LLC, an Ohio limited liability company ("Buyer") from the person, firm or corporate entity ("Seller") named in the subject Purchase Order (each a "P.O." and collectively "P.O.s") by and between Buyer and Seller, and includes Services furnished by Seller as to Products already owned by Buyer. Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties."

1. ACCEPTANCE AND AMENDMENTS: All P.O.s constitute an offer by Buyer to purchase from Seller the Products and/or Services (as such terms are defined herein) referenced in a P.O. exclusively under these Terms. Acceptance of a P.O. is expressly limited to these Terms, by which Seller agrees to adhere to and accepts. No modification or waiver of any of these Terms shall be effective against Buyer and shall not become a part of any P.O. In the event of a conflict between these Terms and the terms of the P.O., these Terms shall govern. Absent a written agreement to the contrary, any term or provisions stated in Seller's Quotation or Invoice that is inconsistent with either the P.O. or these Terms shall be ineffective.

The goods ("Products") and/or services ("Services") covered by these Terms are described in the P.O. Except as is otherwise stated in the P.O., any design or engineering drawings and/or specifications related to the Products and/or Services previously furnished by Buyer (collectively, the "Specifications") are hereby incorporated in these Terms. The Specifications shall include Seller's design or engineering drawings and/or specifications only upon written approval by Buyer. Seller agrees to furnish and sell to Buyer, and Buyer agrees to purchase from Seller, the Products and/or Services, at the prices and at the delivery dates stated in the P.O., and in accordance with all Specifications, subject to these Terms. If a P.O. is placed under a government contract or a subcontract or if Buyer otherwise notifies Seller that an order is placed under a government contract or a subcontract, certain clauses of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 2) and the Department of Defense FAR Supplement (DFARS) may apply.

A P.O. shall be deemed accepted by Seller upon the earlier of any of the following events: (a) Seller's acknowledgement of the P.O.; (b) Seller's commencement of performance of the Products and/or Services; (c) Seller's acceptance of any payment under the P.O.; or (d) Seller's failure to deliver written notice of rejection to Buyer within ten (10) days of receipt of a P.O.

2. PRICES INCLUDE TAXES AND PACKAGING: Except as Buyer has otherwise provided in these Terms, the prices stated in the P.O. shall include (i) all applicable federal, state and local taxes, and duties (collectively, the "Taxes"); and (ii) the cost of packaging the Products purchased in a manner suitable for shipment by the method specified by Buyer (collectively, the "Shipment Costs"). Seller hereby waives any claim for Taxes and/or Shipment Costs not included in the P.O., unless the Parties agree in writing and which document is executed by both Buyer and Seller.

3. CHANGES: Buyer reserves the right at any time prior to the delivery date of this P.O. by written notice to Seller to make changes to the Specifications of the Products ordered, the method of packing and shipping, the time, place or method of delivery, the quantity of Products ordered or the work covered hereby ("Amended Specifications"). If any such Amended Specifications affect Seller's cost and/or delivery schedule, Seller shall notify Buyer immediately, and, in the case of an increase in Seller's cost, within twenty (20) days of such notice Seller shall submit a detailed cost break-down comparing original requirements and costs to the changed requirements and costs. The Parties may then discuss an equitable adjustment in price and/or delivery schedule. No adjustment, however, will be binding on Buyer unless signed by an authorized representative of Buyer. Nothing in this clause shall excuse Seller from proceeding with this P.O., as changed to incorporate the Amended Specifications without an adjustment of the price delineated in the P.O.

4. PACKING, MARKING AND SHIPPING, PACKING SLIPS: Seller shall pack, mark and ship all Products in accordance with the requirements of the P.O. and good commercial practices, and in a manner which will permit the securing of the best transportation rates. If in order to comply with a delivery date it becomes necessary for Seller to ship by a more expensive means of transport than specified in these Terms or any P.O. under these Terms, any increased transportation costs resulting therefrom shall be paid for by Seller unless the necessity for such re-routing or expedited handling has been caused or requested solely by Buyer. If special delivery or handling charges are applicable for any Products, such charges must be pre-approved in writing by Buyer. In no event shall title of the Products pass to Buyer unless accepted by Buyer. Damage to any good, article, Product and/or Service resulting from improper packaging will be charged to the Seller. No additional charges will be allowed for containers, crating, boxing, bundling, dunnage, drayage, storage or transportation thereof, unless stated in the P.O. or allowed under the Terms. Packing slips must accompany all shipments. The Buyer's count will be accepted as final and conclusive on all shipments not accompanied by packing slips. The Buyer's P.O. number and Seller's packing slip number, description and count must appear on all invoices, packages, and bills of lading.

5. DELIVERY: Unless otherwise specified in the P.O., all deliveries shall be made F.O.B. at the "ship to" address specified therein. Seller shall deliver in accordance with the delivery date(s) specified in the P.O. or, if a delivery date or dates are not specified, then only as authorized in shipment releases issued by Buyer to Seller. If delivery by lots is specified, the designated quantity within each lot and the number of lots to be delivered shall not deviate from the P.O. schedule unless written authorization is received by Seller from an authorized representative of Buyer. If Seller's delivery of the Products or Services is not made in the quantities and at the times specified in the P.O., Buyer reserves the right without liability and in addition to any other rights and remedies available at law or equity, to cancel the P.O. and to procure substitute Products or Services and charge Seller with any loss incurred, including lost profits and special damages. Buyer shall have the right to reject any Products or Services which are tendered by Seller in advance of the date scheduled for delivery, to accept early delivery of Products or Services and defer payment until after the scheduled delivery date, or to accept early delivery of Products and place such Products in storage at Seller's expense until the scheduled delivery date. Buyer may return any over-shipments to Seller at Seller's risk and expense. Delivery of the Products by Seller shall include the Products together with all certifications or other like documentation that is to accompany sale of the Products to authenticate and verify that the Products and/or Services conform to all Specifications. Delivery will not be considered complete until all documentation and certification is received.

6. FORCE MAJEURE: Without limiting any other provision contained in these Terms, neither party shall be liable for any loss or damage of any kind or nature whatsoever, whether direct, indirect, or consequential, caused by a failure or delay in performance when such failure or delay is caused by strikes, lockouts, labor, disputes, accidents, fires, delays in manufacturing, transportation or delivery of materials, acts of God, pandemics, embargo, civil commotion, government action whether federal, provincial, municipal, foreign or otherwise, or any other cause or causes beyond such party's control. Provided, however, that if Seller's delay or default is caused by a delay or default of a subcontractor or supplier, such delay or default shall be excused only if it arose out of causes listed in this Section 6 which are beyond the control of both Seller and the subcontractor or supplier and without the fault or negligence of either of them, and the Products or Services were not obtainable from other sources in sufficient time to meet the required delivery or performance schedule.

7. REJECTION/REVOCATION: Payment for any Products under the P.O. shall not constitute acceptance and Buyer reserves the right to inspect all Products purchased and to reject nonconforming Products or Services, or revoke acceptance of non-conforming Products or Services. At Buyer's option and at Seller's risk and expense, Buyer may return non-conforming Products to Seller, require Seller to grant a full refund or credit to Buyer for non-conforming Products, hold nonconforming Products for disposition by Seller or rework nonconforming Products to detect and correct nonconformities.

In the event of nonconforming Products or Services, Seller shall, within (24) twenty-four hours from initial notice by Buyer, provide containment, within (7) seven days from initial notice by buyer, provide a root cause analysis and within twenty (20) days from notice by Buyer, submit a written corrective action report to Buyer. Such report shall identify the root cause of the nonconformance, the identity of affected Products and Services, and a corrective action plan for Buyer's review and approval, which shall be in Buyer's sole discretion to approve or reject. Buyer shall not be liable for failure to accept any part of the Products or Services purchased if such failure is the result of any cause beyond the control of Buyer, including without limitation, fires, floods, acts of God, strikes, differences with employees, casualties, delays in transportation, inability to obtain necessary materials, utility services for machinery, or total or partial shutdown of Buyer's facilities for any cause. Acceptance of any part of the Products ordered shall not bind Buyer to accept future shipments or waive its right to revoke acceptance of Products previously delivered.

8. SELLER'S WARRANTIES: Seller represents, warrants, and covenants as follows:

(a) Seller represents and warrants that all Products and Services provided hereunder will conform to Buyer's Specifications and instructions current as of the date of the P.O. (unless otherwise specified in writing by Buyer), will be merchantable, free from defective materials and/or workmanship and will be fit for Buyer's purposes and/or use.

(b) Seller represents and warrants that the Products and Services furnished under the P.O. shall conform to all Specifications, representations, affirmations, promises, descriptions, samples or models which are a part of the P.O..

(c) Seller's performance of the P.O. and these Terms will not breach or conflict with any agreement Seller has with another party, nor will Seller infringe upon the legal rights of any third parties in developing or providing any Products or Services under these Terms and/or P.O., and Buyer has obtained all necessary authority to carry out such obligations.

(d) Seller represents and warrants that: (i) Seller shall convey good and clear title to the Products and/or Services, free and clear of all liens and encumbrances, (ii) on the effective date of the P.O. and on the date any Products and/or Services are shipped, Seller is not aware of any claims for infringement of intellectual property rights with respect to any of the Products and/or Services, and (iii) Seller has the full authority to carry out its obligations under these Terms.

(e) Seller shall provide Buyer with information and assistance as may be reasonably required in connection with executing import, export, sales, and trade programs.

Seller agrees that these warranties shall survive acceptance of the Products and Services.

The warranties stated in this Section 8 extend to, and shall inure to the benefit of, Buyer and Buyer's affiliates, subsidiaries, successors, assigns and direct and indirect customers to whom the Products and Services provided may be sold or transferred (jointly and severally "Buyer Entities"). In the event of breach of warranty, Buyer shall be entitled to all rights and remedies available at law or equity, including but not limited to credit, replacement or repair of defective Products at Buyer's option, costs of removal of the Products from any component, assembly or system into which the Products may have been incorporated, and reinstallation of non-defective Products, and cost of return of the Products. Seller shall also reimburse Buyer for any incidental and consequential damages caused by such nonconforming Products including, but not limited to costs, expenses and losses incurred by Buyer: (a) in inspecting, sorting, repairing or replacing such Products; (b) resulting from any production interruptions; (c) conducting any recall campaigns or other corrective actions and (d) due to claims for personal injury or property damage. The foregoing shall also be subject to the terms and conditions of Section 11 concerning indemnification.

9. BUYER'S PROPERTY: Unless otherwise expressly provided in the P.O., all Special Property (as such term is defined herein), and all tangible and intangible property furnished to Seller by Buyer, or based on or derived from Seller's confidential or otherwise proprietary information, or produced or purchased by Seller at Buyer's expense, for use in Seller's performance hereunder, and any replacement thereof, is and shall remain the exclusive property of Buyer. For purposes of the P.O., "Special Property" includes without limitation, dies, fixtures, molds, patterns, gauges, test equipment, information or similar items used in Seller's performance of the P.O. that are acquired for Seller's performance hereunder or of such specialized nature that absent substantial alteration, their use is limited to the production of the Products or the rendering of the Services referenced in the P.O. Absent express written agreement to the contrary, the amounts charged by Seller pursuant to the P.O. shall include payment for all Special Property. Hereinafter Special Property and all property furnished to Seller by Buyer are collectively referred to as "Buyer's Property." Seller shall not sell, encumber, transfer, assign, dispose of or modify Buyer's Property and shall not use Buyer's Property for any purpose other than in the performance of the P.O. without Buyer's prior written consent. At all times while Buyer's Property is in Seller's custody or control, Buyer's Property shall be held at Seller's risk and fully insured at Seller's expense at replacement cost with loss payable to Buyer, and Seller shall provide routine maintenance at its sole expense. Seller agrees that Buyer's Property shall remain personal property and shall not become a fixture attached to realty. Seller shall allow Buyer's representative to inspect Buyer's Property upon Seller's premises at any time upon reasonable notice.

Seller agrees to allow Buyer to file a form UCC-1 financing statement or its equivalent to enable Buyer to make its ownership rights in Buyer's Property a part of public record. At any time upon the request of Buyer and in accordance with Buyer's instructions, Seller shall prepare for shipment, package and deliver Buyer's Property in good condition and at Seller's cost F.O.B. Seller's business location.

10. INSURANCE: Seller represents that it has and will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance showing that Seller has insurance coverage in the following minimum amounts:

- Workers Compensation - Statutory limits for the state(s) in which any work related to the Products and/or Services will be performed
- General/Products Liability - \$1,000,000 per occurrence/\$2,000,000 in the aggregate
- Automobile Public Liability - \$1,000,000 (per any one accident)

Said certificates of insurance shall set forth the amount of coverage, the number of the policy and the date of expiration. Upon Buyer's request, Seller shall name Buyer or the Buyer Entities as an additional insured on its policies. If Seller is a self-insurer for workers compensation purposes, Seller shall provide Buyer with a copy of the self-insured certificate issued by the state(s) where work related to the Products and/or Services will be performed. Compliance by Seller with the insurance requirements stated in this Section 10 shall not in any way affect Seller's duty to indemnify Buyer under Section 11 herein. If the P.O. includes a sale of goods manufactured in whole or in part to Seller's designs or specifications, Seller agrees to provide Buyer, upon request, with a current certificate of product liability insurance and a supplier's endorsement naming Buyer as an additional insured on Seller's policy.

11. GENERAL INDEMNIFICATION: Seller agrees to indemnify, defend and hold Buyer Entities harmless from and against any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, subrogation, costs and expenses including court costs and attorneys fees, incurred by Buyer Entities arising from or relating to Products delivered and/or to Services provided or labor performed pursuant to the P.O., or breach of any of Seller's

representations, warranties, or obligations under the P.O. and/or these Terms (hereinafter collectively referred to as "Claims") including, but not limited to, Claims which are made by any third party, including employees, workers, servants or agents of Seller or its subcontractors. Buyer will notify Seller, in writing, of any Claims for which Buyer believes that it is entitled to indemnification. Seller further agrees upon receipt of such notification, to promptly assume full responsibility for the defense of any and all Claims which may be brought against the Buyer Entities, and in such event, Seller shall not consummate any settlement without Buyer's prior written consent. If Seller performs any work on the premises of any Buyer Entity or utilizes any of the Buyer's Property, whether on or off the premises of any Buyer Entity, Seller shall indemnify and hold harmless Buyer Entities from and against any liabilities, claims, demands or expenses (including court costs and attorneys fees) for damages to the property or for injuries (including death) to any person, including without limitation any employees of Buyer Entities, arising from or in connection with Seller's performance of work or use of Buyer's property. In the event Buyer's Property is used by Seller in the performance of the P.O., Buyer's Property shall be considered to be in the full custody and control of Seller during the period of use by Seller. Buyer may, at its option, be represented and actively participate through its own counsel in any such claim, suit or proceeding, including any settlement, decree or judgment entered therein pursuant to this Section 11. Seller's obligations pursuant to this Section 11 shall survive the completion of performance and the expiration or termination of the P.O.

12. INDEMNITY FOR INFRINGEMENT: Seller agrees upon receipt of notification from Buyer, to promptly assume full responsibility for defending any claim, suit, action, or proceeding which may be brought against the Buyer Entities which alleges that any Products or Services provided by Seller pursuant to the P.O. infringe any patent, trademark, copyright, trade secret or other proprietary right owned by a third party. Seller further agrees to indemnify Buyer against any and all expenses, losses, royalties, lost profits and damages, including court cost and attorneys fees, resulting from such claim, suit, action or proceeding, including any settlement, decree or judgment entered therein. Buyer may at its option, be represented and actively participate through its own counsel in any such claim, suit or proceeding, including any settlement, decree or judgment entered therein.

Upon the assertion of any claim involving alleged infringement of intellectual property rights, Seller will, at its sole expense: (i) obtain all rights required to permit the manufacture, sale, import, and use of the Products or Services by or for Buyer and its customers; or (ii) modify or replace such Products or Services to make them non-infringing, provided that any modification or replacement conforms to the requirements of the P.O..

Seller's obligations pursuant to this Section 12 shall survive the completion of performance and expiration or termination of the P.O. Notwithstanding the foregoing, Seller shall have no obligation to defend or indemnify Buyer with respect to any claim which is directed to items delivered pursuant to the P.O., the designs for which were specified entirely by Buyer.

13. ACCESS TO FACILITIES, AUDIT AND INSPECTION: If the P.O. (a) includes Specifications, or (b) is for the procurement of either (i) Products to be incorporated into Buyer's products or (ii) Services to be used in the production of Buyer's products, then Seller's (and Seller's sub-tier suppliers who provide Products and/or Services) plant, books and records pertinent to this or any related order (to the extent consistent with applicable laws and regulations) shall at all practical times be subject to review, inspection and audit by Buyer, Buyer's authorized representative(s) and any authorized representative of Buyer's customer to the extent necessary to verify compliance with Buyer's Specifications or to enable Buyer to comply with its obligations to its customer(s).

14. BUYER'S REMEDIES: Buyer's remedies described herein shall be cumulative and in addition to any remedies allowed by law or in equity. Seller agrees that unauthorized use of any Information (as defined below) will irreparably diminish the value to Buyer of its trade secrets or proprietary information, such that monetary damages will not provide an adequate remedy; and such breach or unauthorized use will entitle Buyer to seek equitable or injunctive relief to protect its interests, in addition to monetary damages, without the posting of a bond or other security.

15. PROPRIETARY RIGHTS: All information (including materials that contain information) relating to the P.O. or to the Products and/or Services to be provided thereunder which has been disclosed to Seller by or on behalf of Buyer (whether such information is owned by Buyer or by any other entity with whom Buyer is doing business) or which will be developed in the course of Seller's performance under the P.O. specifically for Buyer (collectively referred to as "Information"), has been and will be received and held by Seller in confidence. Such Information includes, but is not limited to, trade secrets, drawings, plans, designs, specifications, manufacturing, research and development data, inventions, know-how, processes, procedures, costs, suppliers, methods, sales, customer information and lists, financial data and business plans. Seller will not disclose the Information to others and will not use the Information for any purpose other than for the direct benefit of Buyer. Seller will acquire no right in or to such Information, and Seller will promptly return the Information to Buyer and discontinue all use of the Information upon expiration or termination of the P.O. or at Buyer's written request. Seller will not disclose to Buyer or use in the course and scope of Seller's performance hereunder any information of other entities that Seller does not have a lawful right to use or disclose. Seller will limit access to the Information to only those employees of Seller having a need to know such Information,

and all such employees of Seller having access to Information shall be made aware of and agree to the obligations under this Section 15.

Any invention or development or copyrightable subject matter conceived, first reduced to writing, first reduced to practice or made by Seller, either solely or with others, in the course of Seller's performance under the P.O. is hereby assigned to Buyer if such invention or development or copyrightable subject matter (i) results from Products and/or Services for Buyer, or (ii) is made using Buyer's time, materials, facilities and/or Information. All such copyrightable subject matter will be a work made for hire. In the event Seller has any such right in any invention, development, or copyrightable subject matter that cannot be assigned, Seller shall not assert any rights and hereby waives enforcement worldwide of such rights, or, if necessary, exclusively and irrevocably licenses such right worldwide to Buyer, with the right to sublicense. Seller will disclose such inventions, developments or copyrightable subject matter promptly to Buyer and will cooperate with Buyer during and after the term of the P.O. in filing and prosecuting any patent or copyright applications thereon and in evidencing ownership thereof by Buyer. Seller agrees that the payments pursuant to the P.O. are full and complete compensation for all obligations assumed by Seller hereunder, and the assignment of inventions or developments or copyrightable subject matter does not entitle Seller to any additional compensation. The obligations of this Section 15 shall survive the completion of performance and expiration or termination of the P.O.

Performance of the P.O. does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right held by Buyer.

16. TERMINATION FOR CONVENIENCE: In addition to any other rights, Buyer further reserves the right to terminate Seller's performance under the P.O. and these Terms, in whole or in part, at any time without cause by giving written notice of termination, whereupon Seller will cease performance on the date and to the extent specified in the notice and will take such actions as are reasonably necessary to protect property in Seller's possession in which Buyer has an interest until disposition instructions from Buyer have been received. Seller will promptly advise Buyer of any items acquired in anticipation of completion of its performance and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding the disposition of such items. Seller will submit all claims resulting from such termination within sixty (60) days of its receipt of such notice. Buyer shall have the right to inspect Seller's records, facilities, work and materials relating to its performance or anticipated performance of the P.O. for the purpose of establishing the value of Seller's claims upon reasonable advance notice. Buyer will pay Seller, without duplication, the P.O. price for finished work accepted by Buyer and the cost to Seller of work in progress and raw materials allocable to the terminated work based on Buyer's audit of Seller's records, using generally accepted accounting principles; however, the amount due Seller shall be reduced by the following:

- a. Market value or cost (whichever is higher) of any items used or disposed of by Seller without Buyer's consent;
- b. The agreed value of any items used or disposed of by Seller with the Buyer's consent; and
- c. The cost of any defective or destroyed materials.

Buyer will make no payments for finished work, raw material or other items fabricated or procured by Seller in excess of the lesser of (i) that ordered; (ii) that for which Buyer has issued shipment releases as of the date of the notice of termination; or (iii) thirty (30) days' supply. Notwithstanding the foregoing, payments under this Section 16 shall not exceed the price for the entire performance specified in the P.O. less payments that would otherwise be made to complete performance thereunder. Payment under this Section 16 will constitute Buyer's sole and exclusive liability in the event Buyer elects to terminate the P.O. without cause by notice. This Section 16 shall not apply to Buyer's termination for cause. Following payment by Buyer to Seller as may be required pursuant to this Section 16 and subject to the terms provided for herein, then Seller and Buyer acknowledge and agree that thereafter the parties shall have no further obligation to each other under the terminated P.O.(s), subject only to those terms and conditions that survive the termination of the P.O. and/or these Terms.

17. TERMINATION FOR CAUSE: Buyer may terminate any P.O. and Seller's performance hereunder without incurring liability to Seller as follows: (A) immediately upon any of the following events: (i) Seller's insolvency; (ii) the filing of a voluntary petition in bankruptcy by Seller; (iii) the filing of an involuntary petition in bankruptcy against Seller; (iv) the appointment of a receiver or trustee for Seller; (v) the execution or assignment for the benefit of creditors by Seller; or (vi) any comparable event list in subsections (i) – (v) herein; and/or (B) upon thirty (30) days written notice to Seller in the event of Seller's breach of contract or failure to perform under the P.O. and/or these Terms.

Seller may terminate any P.O. if Buyer breaches a material provision of these Terms or the P.O. and fails to cure such breach within thirty (30) days of receiving written notice of breach.

18. COMPLIANCE WITH LAWS, EXECUTIVE ORDERS, AND REGULATIONS: Seller warrants that the Products and Services supplied hereunder will have been produced or provided in compliance with, and Seller will comply with, all applicable laws, orders, rules, regulations, ordinances and conventions, including without limitation, those that relate to

equal employment opportunity, wages, hours and conditions of employment, discrimination, occupational health/safety motor vehicle safety, and environmental matters. 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 loss, cost, damage, expense or liability claim (including attorneys fees and other costs of defense) arising from or relating to Seller's violation of this Section 18.

19. ASSIGNMENT AND SUBCONTRACTING: The obligations of Seller under any P.O. may not be assigned or subcontracted in whole or in part nor may any assignment of any money due or to become due hereunder be made by Seller without the prior written consent of Buyer. Any prohibited assignment shall be null and void for all purposes.

20. INDEPENDENT CONTRACTING PARTIES: The relationship between Buyer and Seller shall be that of independent contracting parties. Nothing contained in the P.O. and/or these Terms shall be construed as providing for the sharing of any costs, expenses, risks, or liabilities arising out of the other party's activities related to the P.O. and/or these Terms. Seller shall not in any manner represent that it or its employees or agents are employees or agents of Buyer, and nothing contained in the P.O. and/or these Terms shall be construed as authorizing Seller to create or assume any obligation or liability in the name of Buyer or subject Buyer to any obligation or liability. Any P.O. and/or these Terms shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership or formal business organization of any kind. Nothing herein shall be construed as providing for the sharing of profit or losses arising out of the efforts of either or both parties.

21. NO GIFTS: Seller agrees not to provide or offer to provide to any director, officer or employee of Buyer, or any member of such person's family, any favors, gifts, loans or other benefits (including services and discounts as well as material goods), except casual entertainment or gifts (other than money) of nominal value which are customarily offered to others having a similar relationship with Seller, provided that the foregoing exception shall not apply if this order is placed under a U.S. government contract or a subcontract, or if Buyer otherwise notifies Seller that this order is placed under a U.S. government contract or a subcontract.

22. GOVERNING LAW/JURISDICTION/ARBITRATION: The P.O. and these Terms shall be governed and construed in accordance with the laws of the State of Ohio without regard to provisions concerning conflict of laws. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are hereby excluded unless otherwise prohibited by law. Either Buyer or Seller may demand that any disagreement, controversy or claim arising from or in any way related to the P.O., these Terms, and/or the Products and/or Services procured thereunder be submitted to final and binding arbitration by giving written notice of such demand to the other party. In the event of a demand for arbitration, Buyer and Seller shall each select one arbitrator from the American Arbitration Association's ("AAA") panel of arbitrators within ten (10) business days after the date of such demand. If either Buyer or Seller shall fail to select an arbitrator as provided in the previous sentence, the other party may select the second arbitrator and such selection shall be binding on the parties. A third arbitrator from the AAA's panel of arbitrators shall be jointly selected by the two arbitrators within twenty (20) business days of the appointment of the second arbitrator and the selection shall be binding on the parties. If the third arbitrator is not selected as provided in the previous sentence, either Buyer or Seller may apply to the AAA for the appointment of the third arbitrator by the AAA. The arbitration shall take place in Cleveland, Ohio, in accordance with the rules of the AAA and, notwithstanding any other choice of law clause to the contrary in this contract, the arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16. The arbitrators shall have the power to determine the merits of the claim(s), the scope and limits of discovery and to enforce the rights, remedies, procedures, duties, liabilities and obligations of discovery by the imposition of the same terms and conditions, consequences, liabilities, sanctions and penalties as may be imposed on the like circumstances in a civil action by a Common Pleas Court of the State of Ohio under the provisions of the Ohio Rules of Civil Procedure. Each party shall absorb its own costs of arbitration, including attorneys' fees, except that the non-prevailing party shall pay 100% of any arbitrator's fees. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Notwithstanding anything in this Section 22, the parties shall have recourse to the courts of Ohio for the purpose of obtaining any provisional or equitable remedy as permitted by the laws of the State of Ohio.

23. WAIVER/SEVERABILITY: Buyer's failure to insist upon the performance of any term or condition of the P.O. or these Terms or to exercise any right hereunder 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. If any term or portion of the P.O. or these Terms is held to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term or portion shall be deemed reformed or deleted as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this contract shall remain in full force and effect.

24. NOTICES: All notices or consents will be in writing, except as otherwise expressly provided in these Terms.

25. ENTIRE AGREEMENT: These Terms, together with any applicable P.O., is the complete agreement between the parties concerning the subject matter hereof, and supersedes any prior oral or written communications between the parties.

26. SURVIVAL: Sections 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26 will survive termination, cancellation, or expiration of these Terms and any applicable P.O. for any reason.