

PURCHASE ORDER TERMS AND CONDITIONS

1. SERVICES & DELIVERABLES. Seller agrees to provide to Company (or its subsidiaries, if such subsidiaries are designated as the contracting parties in the purchase order) (hereinafter referred to as "Company") the services ("Services") and/or goods ("Goods"), described in any purchase order, in accordance with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer, and may be revoked at any time prior to acceptance. No revision or modification of the terms and conditions of this Order shall be binding unless such revision or modification is accepted in writing and signed by an authorized COMPANY representative. Any terms or conditions contained in any acknowledgment, invoice, or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. COMPANY hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. COMPANY shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY, TITLE & RISK. Time is of the essence. Delivery of Goods and Services shall be made pursuant to the schedule, via the carrier, and to the place specified on the face of the applicable purchase order. COMPANY reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods or Services within the time specified, COMPANY may, at its option, decline to accept performance and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. COMPANY's purchase order number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading. Seller shall have the risk of loss for all Goods shipped under this Order until receipt of such Goods by the COMPANY at the specified location, at which time title to and the risk of loss with respect to such Goods shall pass to the

COMPANY. Partial shipments are not permitted unless otherwise agreed to in writing to the COMPANY.

3. PRICE & PAYMENT. Unless otherwise specified in this Order, the stated price shall include all duties, levies, freight charges, packing charges, insurance charges, installation charges and any other charges whatsoever in connection with the Goods and/or Services. Seller shall provide all properly completed customs invoices, declarations and evidence of export/import as well as such operating and maintenance manuals as may be reasonably required by COMPANY. All applicable sales or use taxes payable by COMPANY shall be separately identified on the face of this Order. Any such taxes not so identified shall be deemed to be included in the price. Seller shall invoice COMPANY for all Goods delivered and all Services actually performed. Unless otherwise specified in this Order, payment of Seller's Invoice shall be due 30 days after receipt by COMPANY, provided that COMPANY does not otherwise contest the amount of such invoice in good faith. In the case of Services performed at COMPANY's plant site, payment shall not be due until Seller has delivered such releases or waivers of all claims for mechanics' and materialmen's liens as COMPANY may reasonably require. Each invoice submitted by Seller must be provided to COMPANY within three (3) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and COMPANY reserves the right to return all incorrect invoices. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by COMPANY or Seller in connection with or based on the Goods or Services provided.

4. WARRANTIES. Seller warrants that: (a) it has good and marketable title to all Goods furnished under this order and the right to transfer title to such Goods to COMPANY free of all liens and encumbrances; (b) all Goods supplied and/or Services provided shall be and be performed in accordance with all applicable specifications, drawings, descriptions or samples furnished and in accordance with all other requirements of this Order and the representations of Seller; (c) all Goods shall be of merchantable quality and fit and suited for the purpose and use contemplated by this Order; (d) unless a longer period is specified elsewhere in this Order, all Goods and Service furnished shall be free from defects in material, design and workmanship for a period of 12 months from the date that, in the case of Goods, the Goods are delivered to COMPANY, or in the case of Services, from the date that the Services are completed; (e) all Services shall be performed in a workmanlike manner and in accordance with industry standards; and (f) all computer software, hardware or firmware supplied by Seller shall be free of any harmful programs or data that could disrupt the proper operation thereof, and will perform the functions and meet the performance criteria for such hardware, software or firmware. Seller shall promptly repair, replace and correct defects in the Goods or Services not conforming in any warranty, without expense to COMPANY, when notified of such non-conformity by COMPANY.

5. INSPECTION. All Goods are subject to COMPANY's final inspection and acceptance on delivery. If rejected, the Goods will be held for disposal at Seller's risk and expense. No inspection, acceptance of any part or all of the Goods or payment shall relieve Seller from responsibility for furnishing Goods conforming to the requirements of this Order, nor prejudice any claim, right or privilege COMPANY may have for defective or unsatisfactory Goods, delays in delivery or other non-compliance with this Order. If this Order provides for the fabrication of Goods by Seller, COMPANY, shall have the right, upon reasonable prior notice, to inspect the Goods at Seller's plant or other place of manufacture.

6. SELLER RESPONSIBLE FOR TAXES & RECORDS. Seller shall be solely responsible for filing the appropriate federal, state and local tax forms, including, without limitation, a Schedule C or a Form 1020, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. Seller further agrees to provide COMPANY with reasonable assistance in the event of a government audit. COMPANY shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state, or local taxes or fees. COMPANY will regularly report amounts paid to Seller by filing Form 1099-MISC with the Internal Revenue Service.

7. INSURANCE. Seller shall be solely responsible for maintaining and requiring Seller's Assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's and Seller's Assistants' trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide COMPANY with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any COMPANY property under the care, custody or, control of Seller or Seller's Assistants.

8. INDEMNITY. Seller shall indemnify, hold harmless, and at COMPANY's request, defend COMPANY, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses, and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor, (iii) any claim based on the negligence, omissions, or willful misconduct of Seller or any Seller's Assistants, and (iv) any claim by a third party against COMPANY alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Seller shall not settle any such suit or claim without COMPANY's prior written approval. Seller

agrees to pay or reimburse all costs that may be incurred by COMPANY in enforcing this indemnity, including attorneys' fees.

Should COMPANY's use, or use by its distributors, subcontractors, or customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for COMPANY, its distributors, subcontractors, or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

9. CONFIDENTIALITY. Seller will acquire knowledge of COMPANY Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such COMPANY Confidential Information in confidence during and following termination or expiration of this Agreement. "COMPANY Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein), and other material or information considered proprietary by COMPANY relating to the current or anticipated business or affairs of COMPANY which is disclosed directly or indirectly to Seller. In addition, COMPANY Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to COMPANY. COMPANY Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before COMPANY disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the COMPANY Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to COMPANY of such requirement prior to disclosure.

Seller agrees not to copy, alter, or directly or indirectly disclose any COMPANY Confidential Information. Additionally, Seller agrees to limit its internal distribution of COMPANY Confidential Information to Seller's Assistants who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's Assistants of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of COMPANY Confidential Information.

Seller further agrees not to use the COMPANY Confidential Information except in the course of performing hereunder and will not use such COMPANY Confidential Information for its own benefit or for the benefit of any third party. The mingling of the COMPANY Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate COMPANY Confidential Information. All COMPANY Confidential Information is and shall remain the property of COMPANY. Upon COMPANY's written request or the termination of this Agreement, Seller shall return, transfer, or assign to COMPANY all COMPANY Confidential Information, including all Work Product, as defined herein, and all copies thereof.

10. SITE WORK. When any aspect of this Order involves attendance at or the performance of Services at COMPANY's plant site, the following additional provisions shall apply: (a) Supplier and its agents, officers, employees and subcontractors shall comply with all plant site rules and all safety and security regulations imposed by the COMPANY; (b) Supplier shall take all necessary precautions to prevent the occurrence of any injury to person or property during the performance of the Services; (c) Supplier shall maintain the following insurance during the performance of the Services, and shall provide COMPANY with satisfactory proof of such insurance coverage: (i) general liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of property damage, personal injury or death; (ii) automobile liability insurance covering all sums which Supplier shall become liable to pay as damage, personal injury or death or property damage, arising out of the operation of owned or non-owned vehicles; (iii) Workers' Compensation Insurance to conform with the laws and limits in accordance with statutory requirements of the applicable jurisdiction and employee's liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of bodily injury to or occupational disease of the employees of Supplier or any subcontractor of Supplier; and (iv) if the Services require any professional engineering, design, architectural or survey services, professional liability insurance covering all sums which supplier shall become liable to pay as damages arising out of property damage, bodily injury or death; (d) all required insurance coverage specified above shall; (i) except as otherwise provided, provide for combined single limit of liability for each occurrence of not less than \$2,000,000; (ii) include a waiver of subrogation clause in favor of COMPANY; (iii) name COMPANY as an additional insured with respect to the operations of Supplier; and (iv) provide that at least 30 days written notice shall be given to COMPANY prior to any material change or cancellation of any such policy or policies.

11. NONINTERFERENCE WITH BUSINESS. During and for a period of two years immediately after the termination or expiration of this Agreement, Seller agrees not to unlawfully interfere with the business of COMPANY in any manner, and further agrees not to solicit or induce any employee or independent

contractor to terminate or breach an employment, contractual, or other relationship with COMPANY.

12. FORCE MAJEURE. COMPANY shall not be liable for any failure to perform including failure to (i) accept performance of Services or, (ii) take delivery of the goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment, or transportation. In the event COMPANY is so excused, either party may terminate the Agreement and COMPANY shall at its expense and risk, return any Goods received to the place of shipment.

13. SEVERABILITY. If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14. LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT THERE IS A FAILURE OF ANY AGREED REMEDY.

15. GOVERNING LAW. The terms and conditions shall be governed by and interpreted in accordance with the law of the State of Ohio. Any legal action or proceeding arising from or in connection with these terms and conditions shall be brought exclusively in the courts of the State of Ohio or in the U.S. District Court for the Southern District of Ohio.

16. COMPLIANCE WITH LAWS.

16.1 General: Seller shall comply fully with all applicable federal, state, and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control, and environmental laws.

16.2 Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling, and transportation of such hazardous materials.

16.3 Customs: Upon COMPANY's request, Seller will promptly provide COMPANY with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.