1. **Acceptance of Contract.** All orders for goods, materials, work or services to be performed (“goods”) become a contract subject exclusively to the terms and conditions set forth herein when accepted by acknowledgment or commencement of performance by Seller and such acknowledgment or commencement of performance by Seller shall constitute a waiver of any objection to any provision herein. No change in the terms and conditions shall be valid unless agreed to in writing by an authorized corporate officer of Buyer.

2. **Delivery.** Time is of the essence. Failure to deliver by the required delivery date specified in Buyer’s order or result in substantial damages to Buyer due to failure to deliver within 30 days of such failure. Any “direct” or “indirect” costs or expenses resulting from improper packaging, preparation or loading shall be charged to Seller.

3. **Title, Risk of Loss, Inspection, and Acceptance of Goods.** Title to and risk of loss shall pass upon delivery. Buyer shall have the right to inspect and test such goods and shall have the option to reject and return to Seller any goods which do not conform to Buyer’s specified destination and have passed Buyer’s inspection and tests. In no event shall payment be deemed to constitute acceptance.

4. **Warranties.** (a) Seller shall have the right to all Buyer’s remedies and Seller’s warranties to the fullest extent provided under the Uniform Commercial Code, including, but not limited to, warranties of merchantability and such remedies and warranties shall survive inspection, tests, acceptance and payment. (b) Seller represents and warrants that all goods delivered are free of liens or other claims of ownership. Seller shall indemnify, save harmless, and hold Buyer harmless from all claims, liability, costs or expense (including, without limitation, court costs and reasonable attorney’s fees) on account of all claims, liabilities, damages, or judgments arising out of or related in any way to this agreement, or goods or services provided by Seller hereunder, except to the extent solely resulting from the intentional or willful misconduct of Buyer.

5. **Insurance.** Seller shall maintain, at its sole cost and from reputable insurance companies reasonably acceptable to Buyer, insurance policies designed and manufactured in accordance with industry standards andmeet Buyer’s specifications. Buyer’s quality policies and all applicable U.S. legal and regulatory requirements. All such policies shall be in amounts and with reputable insurance companies reasonably acceptable to Buyer.

6. **Setoff.** Buyer shall be entitled at any time to setoff any amount owing from Seller to Buyer against any amount payable by Buyer pursuant to Buyer’s order. 

7. **Indemnification.** Seller shall indemnify and hold Buyer harmless against all liability, costs and expenses (including, without limitation, court costs and reasonable attorney’s fees) resulting from Seller’s failure of performance. Seller agrees upon request to furnish Buyer with certificates of insurance in such form and amounts as Buyer shall reasonably request. Buyer reserves the right immediately upon such failure of performance or breach, and without any liability to Buyer (i) to cancel the order in whole or in part by written notice to Seller, or (ii) after notifying Seller of such failure or breach and of Buyer’s intent to exercise such right, to obtain the goods from another source, with any excess costs resulting therefrom chargeable to Seller.

8. **Manufacture and Material Commitments.** Seller represents and warrants that all goods delivered are free of liens or other claims of ownership. Seller shall indemnify, save harmless, and hold Buyer harmless from all claims, liability, costs or expense (including, without limitation, court costs and reasonable attorney’s fees) on account of all claims, liabilities, damages, or judgments arising out of or related in any way to this agreement, or goods or services provided by Seller hereunder, except to the extent solely resulting from the intentional or willful misconduct of Buyer.

9. **Insurance.** Seller shall maintain, at its sole cost and from reputable insurance companies reasonably acceptable to Buyer, insurance policies designed and manufactured in accordance with industry standards andmeet Buyer’s specifications. Buyer’s quality policies and all applicable U.S. legal and regulatory requirements. All such policies shall be in amounts and with reputable insurance companies reasonably acceptable to Buyer.

10. **Setoff.** Buyer shall be entitled at any time to setoff any amount owing from Seller to Buyer against any amount payable by Buyer pursuant to Buyer’s order. 

11. **Manufacture and Material Commitments.** Seller shall not make commitment for materials or fabricate in advance of time necessary to permit shipment on delivery dates unless authorized in writing by the Buyer. 

12. **Corrections/Substitutions.** Buyer shall have the right by written notice to cancel, suspend or modify the goods and services to be furnished by Seller under Buyer’s order. Buyer shall only be liable to Seller for the agreed upon price for goods accepted by Buyer and for Seller’s costs for reasonable materials and actual work performed up to the time of cancellation not exceeding 60 days from the date of the delay or cancellation notice.

13. **Limitation of Liability.** Regardless of cause, fault or grounds: (a) in no event shall Buyer be liable for indirect, special, incidental or consequential damages of any kind, including, without limitation, loss of profit or revenue, lost savings, lost business, or costs and expenses resulting from equipment breakdown or repairs occasioned by fires, acts of God, wars or riots, but in the event of such occurrence, Buyer reserves the right to obtain the goods from another source, with any excess costs resulting therefrom chargeable to Seller.

14. **Default.** Buyer reserves the right, by written notice to cancel any order without liability to Buyer in the event of (i) Seller’s insolvency, (ii) Seller’s filing of a voluntary Petition of Bankruptcy, (iii) the filing of an involuntary petition to have Seller declared Bankrupt, (iv) the appointment of a Receiver or Trustee or Seller, or (v) the execution by Seller of an Assignment for the Benefit of Creditors. If Seller fails to perform, or breaches any of the terms, Buyer reserves the right immediately upon such failure of performance or breach, and without any liability to Buyer (i) to cancel the order in whole or in part by written notice to Seller, or (ii) after notifying Seller of such failure or breach and of Buyer’s intent to exercise such right, to obtain the goods from another source, with any excess costs resulting therefrom chargeable to Seller.


16. **Setoff.** Buyer shall be entitled at any time to setoff any amount owing from Seller to Buyer against any amount payable by Buyer pursuant to Buyer’s order. 

17. **Inspection and Audit.** Buyer and its customers shall be permitted to inspect facilities in which Seller and any Seller subcontractor shall abide by the federal, state or local laws and regulations, and Buyer’s Code of Business Ethics in such form as Buyer may require. 

18. **Employment.** The contract resulting from the acceptance of Buyer’s order shall be conducted in accordance with the laws of the State of Ohio, excluding choice of law statutes to the contrary. Buyer and its customers shall be permitted to inspect facilities in which Seller and any Seller subcontractor shall abide by the federal, state or local laws and regulations, and Buyer’s Code of Business Ethics in such form as Buyer may require.