

European Technology Center North America, LLC (“ECT NA”) Terms and Conditions of Sale and Service

1. Offer; Acceptance. These terms and conditions of sale and service (these “Terms”) by ECT NA or any of its subsidiaries (“Seller”), exclusively govern all sales of goods (the “Goods”) and each service project (“Services” and collectively the “Products”), including, but not limited to, all quotations, purchase orders, service orders, order acknowledgments and invoices between Seller and Purchaser regardless of whether Purchaser purchases such Products through the medium of purchase orders, service orders, releases or other similar document, whether written, electronic or by telephone order confirmed in writing by Seller (in each case, the “Order”). These Terms are expressly made conditional on Purchaser’s assent to all of the terms and conditions as they appear in these Terms. **SELLER EXPRESSLY OBJECTS TO AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS PROPOSED BY PURCHASER WHETHER OR NOT CONTAINED IN ANY OF PURCHASER’S BUSINESS FORMS, ON PURCHASER’S WEBSITE OR OTHERWISE SUBMITTED BY PURCHASER, AND SUCH ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS SHALL BE DEEMED MATERIAL ALTERATIONS AND SHALL BE VOID AND OF NO EFFECT UNLESS THEY ARE IN A WRITING SIGNED BY SELLER SPECIFICALLY REFERRING TO AND AGREEING TO THE CHANGE.** If these Terms are deemed an acceptance of a prior offer by Purchaser, Seller’s acceptance is expressly made conditional on Purchaser’s assent to the additional and different terms as they appear in these Terms and such acceptance is limited to the express terms set forth in these Terms. These Terms are deemed accepted and agreed to by Purchaser upon the earliest of Purchaser (i) signing and returning one copy of these Terms, (ii) Purchaser’s issuance of an Order, (iii) Purchaser otherwise notifying Seller of its acceptance, or (iv) Purchaser’s acceptance of the Products. Stenographic and clerical errors are subject to correction by Seller. Without limiting the foregoing, in case of a conflict between these Terms and any terms or conditions contained in any Order or otherwise submitted by Purchaser, these Terms shall prevail. Seller and Purchaser agree that Purchaser may use its order form to order Products, but no terms and conditions contained in any such order form shall apply to the transaction between Purchaser and Seller other than the quantity specified in the order form for the Products identified therein. Seller may, and reserves the right to, reject any Order.

2. Quotations. Seller’s quotations (“Quotation”) are valid only if in writing and for thirty (30) days from the date of the Quotation unless otherwise stated in the Quotation. All Quotations are subject to change or withdrawal without prior notice to Purchaser. Purchaser’s acceptance of the Quotation shall include acceptance of these Terms exactly as they appear herein and in the manner set forth in Section 1 above. Quotations are made subject to approval by Seller of Purchaser’s credit. Seller shall have no obligation to sell or deliver Products covered by Seller’s Quotation unless and until Seller issues an acknowledgement of an Order.

3. No Change in Terms. Any changes to these Terms must be in writing clearly identifying the change and signed by Seller. Any

such agreed upon change or modification may be subject to an adjustment in the purchase price and/or time for performance as determined by Seller in its sole discretion. These Terms and an Order acknowledged by Seller constitute firm commitments of Purchaser and are not subject to termination or cancellation or rescheduling without the prior written consent of Seller or as otherwise provided in these Terms.

4. Equipment, Material and Tooling. Unless otherwise agreed in writing by Seller, all material, equipment, facilities, and tooling, (which term includes but is not limited to tools, jigs, dies, fixtures, gages, molds, patterns, drawings, plans, sketches, models, samples and replacements thereof) furnished by Seller and used in connection with the Products shall remain the property of Seller. Purchaser shall use its best efforts to protect Seller’s property from damage. Any material, tooling or equipment furnished to Seller by Purchaser in connection with the Products shall be and remain the personal property of Purchaser and are held at Purchaser’s risk. Seller shall not be responsible or liable for damage thereto or loss or destruction thereof.

5. Prices. Prices are in U.S. Dollars and are subject to change by Seller upon notice. If Seller’s raw material, component, energy, subcontractor or service provider costs increase or become subject to a surcharge, Seller reserves the right to increase prices and/or surcharge Purchaser in like amount, and Purchaser agrees to accept such price increase or surcharge. All Orders are accepted subject to Seller’s price in effect at time the Products are delivered. Purchaser shall pay the invoice price for all Products in accordance with these Terms. Unless otherwise specified in writing by Seller, if Purchaser does not accept delivery of the blanket ordered quantity during the period specified in the Order, Seller may at its option recalculate and re-invoice the price for the Products to reflect the discount for quantity of Products actually delivered. If Seller specifies that it will install the Products, prices shown include the cost thereof, provided that the installation can be performed during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

6. Terms of Payment. The inspection rights granted to Purchaser in Section 12 shall not affect or alter the payment terms or the timing of Purchaser’s payment obligations. Unless otherwise expressly agreed to by Seller in writing, terms of payment for custom made Goods are 50% upon issuance of the Order and 50% upon final invoice in accordance with the terms of the invoice. Unless otherwise agreed to by Seller in writing, terms of payment for Services, Services in conjunction with Goods, or non-custom made Goods, are fifty percent (50%) payment of Seller’s invoice due before the commencement of Services or the shipment of Goods. The remaining fifty percent (50%) payment of Seller’s invoice, plus payment for any additional Services and Goods requested by Purchaser not included in the Seller’s original invoice but part of the Order, is due in full upon delivery of the Products. Time of payment is of the essence. Purchaser shall have no right of set-off against Seller by way of deduction, credit or otherwise. Seller shall have the right to offset payables to Purchaser against receivables related to Products purchased by Purchaser. Purchaser agrees to

pay interest on overdue invoices at the rate of 2.0 % per month on all amounts outstanding, provided, that in no event shall such interest exceed the highest rate permitted by law. Seller and Purchaser agree that the interest on overdue invoices represents a fair and reasonable estimate of the costs that Seller will incur by reason of any such late payment by Purchaser. Acceptance by Seller of the interest on overdue invoices by Seller shall not constitute a waiver of Purchaser's default with respect to the overdue amount, nor prevent Seller from exercising any other rights and remedies available to Seller under these Terms. If Purchaser fails to make any payment as required or if, in Seller's sole judgment, the financial condition of Purchaser is or becomes impaired or unsatisfactory to Seller, Seller may change the terms of payment, including without limitation, (i) the right to require full payment in advance or cash on delivery, accounts receivable insurance or satisfactory security or guarantee that invoices will be promptly paid when due, (ii) charge additional interest or late fees, (iii) defer or discontinue further delivery or terminate any or all Orders of Purchaser, without prejudice to any other lawful or equitable remedy provided to Seller. Without limiting the generality of the foregoing, Purchaser agrees to indemnify Seller for any and all costs and expenses related to a default by Purchaser of the payment terms, including but not limited to, reasonable attorney fees, court costs, and associated expenses incurred by Seller in connection with the foregoing.

7. Taxes. Purchaser shall pay to Seller, in addition to the purchase price, all fees related to the purchase price for the Products, including but not limited to, duties, licenses, tariffs, and all federal, state, foreign, municipal or government tax, assessment, charge, cost, sanction, and value added tax (collectively "Taxes"). Failure by the Seller to collect any such Taxes shall not affect Purchaser's obligations hereunder and Purchaser shall fully defend, indemnify and hold harmless Seller with respect to such Taxes.

8. Delivery and Work Area. Delivery, shipment, and service dates are estimated dates only and are based upon Purchaser promptly providing to Seller all necessary information. Estimates in Quotations as to time of delivery, shipment, and service are based on conditions prevailing at the date of such Quotations and are subject to change in Seller's sole discretion. Unless otherwise agreed in writing by Seller, all Products are sold EXW (Ex Works) point of origin. If Seller incurs any costs or expenses related to export of the Products, Purchaser agrees to indemnify Seller for all such costs and expenses, which will be in addition to the purchase price. All shipments to be made hereunder shall at all times be subject to the approval of Seller's credit department. Seller reserves the right to ship items in a single or multiple shipments. Purchaser shall prepare all work areas for Seller's Services under this Order. Seller shall not deliver any Services until, in Seller's sole discretion, sufficient areas are ready to assure completion of the Services. Purchaser shall furnish all temporary site facilities, including but not limited to, suitable storage space, at no cost to Seller.

9. Title and Risk of Loss. Purchaser shall assume all risk and liability for loss, damage, or destruction, as well as the results of any use or misuse by third parties who may acquire or use the Products after tender by Seller.

10. Design or Engineering Changes. At the request of Seller, Purchaser shall fully cooperate with Seller to implement any necessary changes in Seller's installation or service processes to

provide the Services or complete installation of the Goods. Seller may reject any of Purchaser's requests for changes to an Order, including but not limited to, the specifications, samples or descriptions of Goods; time or place of delivery of Products; method of packing or shipment; or the quantity of Goods or extent of Services. If so specified by Seller, the Goods have been manufactured by a third-party manufacturer ("Manufacturer") to the Manufacturer's current product specifications and may vary in details of design and construction from descriptions in literature or samples, displays or other models previously provided to or inspected by Purchaser.

11. Cancellation. Seller reserves the right to cancel any Orders or terminate any agreement relating to purchase of Seller's Products, if Purchaser has breached these Terms or Seller has reasonable grounds to believe Purchaser shall breach these Terms, on not less than five (5) days written notice to Purchaser. Once Seller has accepted an Order or has begun taking action with respect to such Order, Purchaser may not cancel, terminate or modify such Order in whole or in part except with Seller's consent in writing and then only upon terms that will compensate Seller for its engineering, fabrication and purchasing charges and other costs related to such cancellation, termination or modification plus a reasonable profit.

12. Inspection. Prior to delivery of the Goods to Purchaser, the Goods will undergo a final test procedure at the Manufacturer's site to confirm that the Goods perform in accordance with their published specifications and any specifications in the Order accepted by Seller. Upon completion of the Services and/or installation of the Goods at Purchaser's facility, Seller will perform a final performance test to validate the factory tests. Purchaser shall inspect the Products upon receipt or completion and participate in the final performance test. If Purchaser fails to provide Seller with notice of nonconformity at such time, Purchaser shall be deemed to have accepted the Products. Purchaser shall have no right to return any Goods, whether purchased in conjunction with Services or not, without Seller's prior written authorization. Purchaser will be responsible for all costs and expenses associated with any Seller authorized returns of Goods and will bear the risk of loss or damage of such Goods, unless Seller otherwise agrees in writing. Seller, in its sole discretion, may reject any return of Goods not approved by Seller in accordance with this Section.

13. Spare Parts and Operating Manual. Seller expects to be able to obtain spare parts for the Goods from the Manufacturer for a reasonable period of time after purchase of the Goods by Purchaser, but Seller does not warrant the availability of such spare parts for any length of time. Seller recommends that Purchaser purchase and maintain a sufficient supply of spare parts on hand. Seller will deliver one copy of the Manufacturer's operating manual for the Goods as then in effect to Purchaser upon delivery of the Goods. Purchaser agrees from time to time to update the operating manual with all additions, corrections, service bulletins and other similar information provided from time to time by Seller or the Manufacturer. Purchaser shall deliver the operating manual in its then current condition to any person acquiring the Goods, or any material portion thereof, from Purchaser. Purchaser shall not use or disclose the operating manual to any third party, other than as necessary for the installation, use, operation and maintenance of the Goods.

14. Warranty. Seller warrants to Purchaser that the Goods purchased by Purchaser are free from defects in material and workmanship; provided, that such warranty does not apply to any Goods delivered by Seller but manufactured by a Manufacturer whether purchased in conjunction with Services or otherwise, and in such event Purchaser's sole warranty for the Goods shall be that provided by the Manufacturer. Seller will make available to Purchaser any warranty for the Goods Seller receives from the Manufacturer to the extent permitted, but these Terms shall not be deemed to extend the Manufacturer's warranty for such Goods under any circumstances. Seller warrants that it shall provide quality workmanship in the performance of Services under these Terms in accordance with industry standards and in accordance with the Manufacturer's specifications, but Seller makes no guarantee as to the result of the Services. Purchaser acknowledges and agrees that no salesman, officer, agent or other representative of Seller is authorized to make any representation or extend any warranty contrary or in addition to those set forth in this Section 14, and that any attempt to do so shall not be binding upon Seller. Seller shall have the right to evaluate or test Products claimed to be defective at Purchaser's place of business. Seller's expenses for such inspection, including, but not limited to, transportation and travel charges related to such inspection, shall be borne by Purchaser. In no event or circumstance will anyone other than the Purchaser be considered to have any right, title or interest to assert any rights under this warranty. Without limitation, Seller **WILL NOT** be obligated in any event under this warranty for alleged defects (i) if in Seller's sole determination, the alleged defects are related to tampering, misuse, neglect or improper storage, handling or maintenance, or the failure to follow all operating instructions by Purchaser or any third party; (ii) if in Seller's sole determination, the alleged defects of the Goods are due to causes beyond a defect in material or workmanship or the alleged defects of the Services are due to causes beyond a defect in workmanship; (iii) if in Seller's sole determination, the alleged defects are due to Seller's compliance with Purchaser's specifications or instructions or those of the Manufacturer; (iv) if the alleged defects should have been discovered by Purchaser during the final inspection test pursuant to Section 12; or (v) if in Seller's sole determination, the alleged defects are due to damages occurring after Purchaser's acceptance of the Products.

15. WARRANTY DISCLAIMER. **OTHER THAN AS EXPRESSLY STATED HEREIN, THE PRODUCTS ARE BEING SOLD "AS IS", "WHERE IS" AND WITH ALL FAULTS AND SELLER MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS WHATSOEVER, WHETHER EXPRESS OR IMPLIED OR BY OPERATION OF LAW, WITH RESPECT TO THE PRODUCTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY MATTER RELATED HERETO. SELLER MAKES NO WARRANTY THAT THE PRODUCTS OR ANY ACTIONS TAKEN WITH RESPECT THERETO WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY NOR IS SELLER MAKING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES AND AGREES THAT IT HAS**

DETERMINED, IN ITS SOLE DISCRETION, WHICH PRODUCTS TO PURCHASE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (i) ANY SAMPLES PROVIDED BY SELLER ARE NOT AND DO NOT GIVE RISE TO ANY REPRESENTATIONS OR WARRANTIES AND (ii) SELLER FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO ANY MATERIALS REGULATED BY ENVIRONMENTAL LAWS OR REGULATIONS OR COMPLIANCE THEREWITH. THIS SECTION SURVIVES ANY TERMINATION, CANCELLATION OR EXPIRATION OF THESE TERMS OR ANY ORDER.

16. EXCLUSIVE REMEDY. **PURCHASER'S SOLE AND EXCLUSIVE REMEDY, AND SELLER'S SOLE AND EXCLUSIVE OBLIGATION OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, FOR NEGLIGENCE) WITH RESPECT TO THE PRODUCTS IS EXPRESSLY LIMITED TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE, AT SELLER'S OPTION, OF THE ALLEGEDLY DEFECTIVE PRODUCT, PROVIDED SELLER IS NOTIFIED IN WRITING OF ANY CLAIMS OF DEFECTS IN MATERIALS OR WORKMANSHIP WITHIN ONE (1) YEAR FROM THE DATE OF DELIVERY OF PRODUCTS. ALL ACTIONS FOR A CLAIMED BREACH OF THIS WARRANTY MUST BE BROUGHT ONE (1) YEAR FROM THE DATE OF DELIVERY THE PRODUCTS. THIS SECTION SURVIVES ANY TERMINATION, CANCELLATION OR EXPIRATION OF THESE TERMS OR ANY ORDER.**

17. NO CONSEQUENTIAL OR INDIRECT DAMAGES. **IN NO EVENT SHALL SELLER BE LIABLE FOR, AND PURCHASER WAIVES ALL CLAIMS AGAINST SELLER FOR, ANY CLAIM OF ANY KIND (WHETHER BASED UPON NEGLIGENCE, STRICT LIABILITY, BREACH, WARRANTY OR OTHER CAUSE OF ACTION OR IN CONTRACT, TORT OR OTHERWISE) OR OTHERWISE FOR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES, WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF PROPERTY OR PRODUCTION, PRODUCTION INTERRUPTION OR SHUTDOWN, INJURY OR DAMAGE TO PERSONS OR PROPERTY AND/OR COMMERCIAL LOSS EVEN IF SELLER SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE LIMITATIONS AND DISCLAIMERS SET FORTH HEREIN, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE PURCHASE PRICE RECEIVED FOR THE SPECIFIC GOODS OR SERVICE AS TO WHICH THE CLAIM IS MADE, AND IN THE EVENT OF REPLACEMENT OF GOODS, ANY COST BEYOND THE DIRECT COST OF THE GOODS REPLACED, INCLUDING WITHOUT LIMITATION, INSTALLATION COSTS OR OTHER ANCILLARY COSTS, SHALL BE BORNE BY PURCHASER.**

THIS SECTION SURVIVES ANY TERMINATION, CANCELLATION OR EXPIRATION OF THESE TERMS OR ANY ORDER.

18. Security Interest. In order to secure payment in full for the purchase price of the Goods and other amounts due, Purchaser hereby grants to Seller a first lien on, and security interest in, Purchaser's right, title and interest in and to the Goods and all products, replacements and proceeds thereof together with all insurance proceeds with respect thereto (the "Collateral") until such Goods have been paid in full. Purchaser and Seller acknowledge and agree that the security interest of Seller shall constitute a "purchase-money" security interest. It is intended that this provision shall constitute a security agreement under the Uniform Commercial Code (the "Code") and Seller shall be entitled to all rights and protections afforded to a secured party under the Code. Purchaser hereby grants to Seller a power of attorney with full power of substitution to execute on behalf of Purchaser such UCC-1 Financing Statements or filings as may be necessary or appropriate to perfect Seller's security interest in the Goods and agrees to do any other acts necessary or appropriate to perfect and maintain such security interest. In order to secure payment in full for the purchase price of the Services and other amounts due, to the extent not otherwise provided by operation of law Purchaser hereby grants Seller the right to a mechanic's lien on all of the real or personal property ("Purchaser's Property") serviced by Seller and proceeds thereof together with all insurance proceeds with respect thereto. Seller may take any actions it deems desirable or necessary with respect to such mechanic's lien and the assertion or perfection thereof and Purchaser shall cooperate with Seller with respect to the foregoing. Any security interest or lien retained by Seller under these Terms shall not render the Seller otherwise responsible for the Collateral or Purchaser's Property. The Collateral and Purchaser's Property shall be the responsibility of Purchaser and Purchaser shall indemnify and hold Seller harmless from any and all claims, costs, expenses (including, but not limited to, attorneys fees), damages and losses relating to the Collateral and Purchaser's Property.

19. Reinstatement of Security Interest. Notwithstanding any prior discharge of the security interest or lien granted herein, the effectiveness of the security interest or lien granted herein shall automatically continue or be reinstated, as the case may be, in the event that any payment received by Seller in respect of the purchase price or any other amounts owed is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable state or federal law, in which case the security interest or lien granted herein shall be enforceable as if the returned, disgorged or rescinded payment had not been received or given.

20. Right of Reclamation. Seller may, at any time it believes in its sole discretion that Purchaser is insolvent, cease any further delivery of Products to Purchaser, and demand and immediately receive the return of any Goods Seller has provided that Purchaser has not yet paid in full, whether or not such Goods were sold, commingled, or capable of being identified, traced, or matched to any particular invoice, Order, or similar document. Purchaser shall return the Goods within seven (7) days of receipt of such demand. Seller and Purchaser expressly acknowledge and agree that this contractual right of reclamation is independent of and in addition to any statutory or common-law right of reclamation and is not subject to or conditioned upon any additional statutory or common law requirement, including, without limitation, that (i) Purchaser was actually insolvent when it received the Goods, (ii) Seller provided the Goods to Purchaser in the ordinary course of business or on

ordinary business terms, and (iii) Purchaser had the Goods in its possession or subject to its control at the time it received Seller's demand for the return of the Goods. In the event of a bankruptcy proceeding, Purchaser recognizes, acknowledges, and agrees that Seller shall be entitled, without challenge, defense, offset, or counterclaim, to the immediate payment in cash of the amounts subject to such reclamation demand or the immediate return of such Goods, at the option of Seller.

21. Intellectual Property. Unless otherwise provided, all intellectual and industrial property and all rights therein relating to or resulting from the Products, disclosed or otherwise provided to Purchaser by Seller, or otherwise contained in any item or documentation relating thereto, including, but not limited to, all drawings, designs, know-how, specifications, inventions, devices, developments, processes, trade secrets, copyrights, trademarks, servicemarks, patents and applications therefor, engineering details, service manuals and other data and information, and all rights therein (collectively, "Intellectual Property") is and shall remain the property of the Manufacturer, and shall be kept confidential by Purchaser pursuant to these Terms. Purchaser shall have no claim to, nor ownership interest in, any Intellectual Property and such Intellectual Property in whatever form and any copies thereof shall be promptly returned to Seller or the Manufacturer as requested by Seller. Purchaser acknowledges that, unless expressly provided in writing, no license or rights of any sort are granted to Purchaser hereunder in respect of any Intellectual Property, other than the limited right to use the Products purchased. The sale of Products to Purchaser does not include any design, development or related services associated with the Intellectual Property of the Seller or the intellectual property of the Manufacturer.

22. Confidential Information. Purchaser shall hold in strict confidence and not disclose or duplicate any information, including, but not limited to, Intellectual Property or information otherwise designated as being proprietary to Seller or the Manufacturer, as the case may be ("Confidential Information") without the prior written consent of Seller. The foregoing shall not apply to any Confidential Information which becomes generally available to the public through no act or omission of Purchaser and otherwise without breach of any agreement, limitation or restriction.

23. Indemnification. In addition to any other indemnification and other obligations of Purchaser hereunder, Purchaser shall defend, indemnify and hold harmless Seller and its affiliates and each of their respective shareholders, members, owners, officers, directors, managers, agents, employees and representatives (the "Seller Indemnitees") from and against any and all claims, sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest, costs and other expenses (including, but not limited to, investigation expenses and attorneys' fees) (collectively, "Claims") arising or alleged to arise out of (i) Purchaser's negligence or Purchaser's use, ownership, maintenance, transfer, transportation, processing, application, sale or disposal of the Products, (ii) Purchaser's plans or specifications or otherwise arising or alleged to arise out of the Products ordered by Purchaser or any Services provided by Seller to Purchaser; (iii) any infringement or alleged infringement of the industrial or intellectual property rights of others arising or alleged to arise from Purchaser's plans, specifications (including, but not limited to, Purchaser's trademarks, servicemarks and brand names); (iv) Purchaser's violation or alleged violation of any federal, state, foreign, county

or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; or (v) Purchaser's breach, misrepresentation or nonperformance of these Terms. This Section survives any termination, cancellation or expiration of these Terms or any Order.

24. Force Majeure. Seller shall not be liable or deemed in default for any late deliveries of Products hereunder or for any other delays or failure to perform where the late delivery, delay or failure to perform has been occasioned by acts of God, fire, embargo, labor or industry disruptions or disturbances, weather, shortage of materials, strikes, civil disorders, acts of terrorism, war, epidemics, computer malfunctions, vendor allocations, accidents, governmental, regulatory or legal action or orders, delays caused by Purchaser (including, but not limited to, Purchaser's failure to promptly comply with the terms of payment), failure to secure materials from usual sources of supply, acts or omissions on the part of carriers, or any other circumstances beyond Seller's control not herein enumerated. The parties shall in good faith determine an equitable adjustment for Seller's additional costs due to unanticipated delays or accelerations.

25. Successors and Assigns; No Assignment. These Terms bind and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns. Purchaser shall not assign any interest in, nor delegate any obligation under, these Terms or any Order without the prior written consent of Seller.

26. Entire Agreement; Modifications; No Implied Waiver. These Terms, including any applicable Seller Quotations and service rates and conditions, are intended by the parties as a complete and exclusive statement of their agreement. These Terms may not be altered, modified or waived except by written agreement of Seller. Waiver by Seller of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure of Seller to exercise any right arising from any default of Purchaser hereunder shall not be deemed to be a waiver of such right.

27. Limitation of Actions. Notwithstanding any statute of limitations to the contrary, any cause of action for any alleged breach of these Terms by Seller shall be barred unless commenced by Purchaser within one (1) year from the accrual of such cause or action; provided, however, that the foregoing shall not be construed to lengthen the one (1) year time limitation contained in Section 16.

28. Severability. In case any of the terms or conditions contained herein shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of the remaining part of such terms, nor the validity of any other term hereof shall be affected thereby.

29. Governing Law. The validity, construction and performance of these Terms shall be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to Michigan's choice of law provisions. ICC Incoterms 2000 apply to these Terms or any Order; however, the U.N. Convention on Contracts for the International Sales of Goods does not apply to these Terms, and any term contained herein must be construed in accordance with the Uniform Commercial Code as enacted in the State of Michigan.

30. Arbitration. Any controversy or claim arising under or with respect to this Order or any resulting contract shall be resolved by binding arbitration in Wixom, Michigan, under the rules of the American Arbitration Association ("AAA"). Any controversy or claim referred to arbitration will be referred to (i) a single arbitrator

if the parties can agree on such arbitrator within seven (7) days after notice of one party to the other of its intentions to arbitrate; or (ii) after the expiration of such initial seven (7) day period, three arbitrators as follows: both parties will within seven (7) days appoint their respective arbitrator and the two (2) arbitrators thus chosen will together, within seven (7) days of their appointment, nominate a third arbitrator. If the two (2) arbitrators fail within such seven (7) days of their selection to select a third arbitrator, then upon the written request of either party, the third arbitrator will be appointed by the AAA. If a party fails to appoint an arbitrator as required, the arbitrator appointed will be the sole arbitrator of the controversy or claim referred to arbitration. The arbitration award shall be conclusive, final, and binding and judgment may be entered on it in any court having jurisdiction. Notwithstanding the foregoing, Seller may seek equitable relief in any state or federal court in Oakland County, Michigan, to enforce the provisions of these Terms, and Purchaser consents to the personal jurisdiction of such courts and waives any objection that any such court is an inconvenient forum.

31. Cumulative Remedies of Seller. All rights granted to Seller hereunder shall be cumulative and in addition to, and not in lieu of, any other rights of Seller including, but not limited to, Seller's rights arising by operation of law.

32. Survival. The provisions of these Terms that by their nature are reasonably intended to survive termination, cancellation or expiration, including, but not limited to, Sections 4, 6-8, 12-23, and 25-35 survive any termination, cancellation or expiration of these Terms or any Order.

33. Credits and Benefits. Credits or benefits resulting from any Order by Purchaser or otherwise with respect to the Products, including, but not limited to, trade credits, export credits, duty and import drawback rights, and the refund of duties, taxes, or fees, belong to Seller. Purchaser will provide all information and certificates necessary to permit Seller to receive these benefits or credits.

34. Customs Matters. The Products are subject to US export control laws. Purchaser is obligated by law to comply with export control laws, including but not limited to the Export Administration Regulations and the regulations administered by the Office of Foreign Assets Control. If Purchaser exports the Products from the U.S. or other foreign country, Purchaser assumes responsibility for complying with any and all applicable laws and regulations and for obtaining all necessary export and import authorizations and licenses. Purchaser agrees to hold Seller harmless for any costs, fees, fines, or other liability incurred by Seller resulting from Purchaser's failure to comply with the U.S. export control and other applicable laws.

35. Headings. The headings contained in these Terms are for convenience of reference only and shall not affect the meaning or interpretation of these Terms.

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