

AMANDA BENT BOLT
TERMS AND CONDITIONS

1. **ACCEPTANCE.** THIS ORDER CONSTITUTES AMANDA BENT BOLTS (hereinafter "ABBCO") OFFER TO SELLER AND IS NOT BINDING ON ABBCO UNTIL ACCEPTED BY SELLER IN WRITING OR BY A DELIVERY OF THE GOODS, THE RENDERING OF SERVICES, OR THE COMMENCEMENT OF WORK ON GOODS TO BE SPECIALLY MANUFACTURED FOR ABBCO PURSUANT TO THIS ORDER.
2. **ADDITIONAL TERMS NOT ACCEPTABLE.** THE OFFER OF ABBCO TO PURCHASE SELLER'S PRODUCTS/SERVICES IS EXPRESSLY CONTINGENT UPON SELLER ACCEPTING THE TERMS & CONDITIONS CONTAINED IN ABBCO'S PURCHASE ORDER. ANY CONFLICTING TERMS CONTAINED IN SELLER'S PURCHASE ORDER ACKNOWLEDGEMENT, QUOTES, SHIPPING CONFIRMATIONS OR OTHER CORRESPONDENCE ARE DEEMED A MATERIAL ALTERATION OF THE ABBCO/SELLER'S AGREEMENT, AND ANY CONFLICTING TERMS, INCLUDING BUT NOT LIMITED TO ANY ATTEMPTS TO LIMIT ABBCO'S REMEDIES IN THE EVENT OF RECEIPT OF NONCONFORMING GOODS/SERVICES/PARTS ARE NOT ACCEPTED BY ABBCO.
3. **DELIVERY.** TIME IS OF THE ESSENCE. DELIVERY MUST BE EFFECTED WITHIN THE TIME SPECIFIED ON THE FACE OF THIS ORDER. IF SELLER FAILS TO MAKE DELIVERIES OF PERFORM SERVICES AT THE AGREED TIME, ALL DAMAGES SUFFERED BY ABBCO AND ANY PREMIUM TRANSPORTATION OR OTHER COSTS REQUIRED TO MEET THE SPECIFIED DELIVERY SCHEDULE WILL BE AT THE EXPENSE OF SELLER.
4. **PACKING, MARKING AND SHIPMENT.** SELLER WILL PACK THE MARKED GOODS IN ACCORDANCE WITH ABBCO'S INSTRUCTIONS, SECURE THE LOWEST TRANSPORTATION RATES, MEET CARRIER REQUIREMENTS AND ASSURE DELIVERY FREE OF DAMAGE AND DETERIORATION. SELLER IS RESPONSIBLE FOR THE GOODS UNTIL DELIVERY AT THE DESIGNATED FOB POINT. PRICES SPECIFIED INCLUDE ALL CHARGES AND EXPENSES FOR CONTAINERS, PACKING AND CRATING AND TRANSPORTATION TO THE FOB POINT. ALL CONTAINERS AND PACKING AND CRATING MATERIAL WILL BECOME THE PROPERTY OF ABBCO ON DELIVERY. ABBCO MAY SPECIFY THE CARRIER AND/OR METHOD OF TRANSPORTATION AND SELLER WILL PROCESS SHIPPING DOCUMENTS AND ROUTE SHIPMENT OF THE GOODS FROM THE FOB POINT ACCORDINGLY.
5. **RELEASES.** IF DELIVERY DATES ARE NOT SPECIFIED IN THIS ORDER, SELLER SHALL PROCURE MATERIALS AND FABRICATE, ASSEMBLE AND SHIP SUPPLIES ONLY AS AUTHORIZED IN SHIPMENT RELEASES ISSUED TO SELLER BY BUYER. BUYER MAY RETURN OVERSHIPMENTS TO SELLER AT SELLER'S EXPENSE. BUYER, FROM TIME TO TIME AND WITH REASONABLE

NOTICE, MAY CHANGE OR TEMPORARILY SUSPEND SHIPPING SCHEDULES SPECIFIED IN THE PURCHASE ORDER OR SHIPMENT RELEASE.

6. **INSPECTIONS AND REJECTIONS.** ABBCO MAY INSPECT ALL GOODS/SERVICES INCLUDING TOOLING AND MATERIAL USED IN MANUFACTURE AT A TIME AND PLACE DESIGNATED BY ABBCO. ABBCO SHALL HAVE THE RIGHT TO REJECT OR REQUIRE CORRECTION OR RETURN ANY GOODS TO SELLER AT SELLER'S EXPENSE AND RISK OF LOSS THAT ARE DEFECTIVE IN MATERIAL OR WORKMANSHIP OR ARE NONCONFORMING GOODS/PARTS, OR DO NOT MEET ABBCO'S OR ITS CUSTOMERS PRINTS, MATERIAL SPECIFICATIONS, DESIGN SPECIFICATIONS, PLATING OR COATING SPECIFICATIONS, TOLERANCES OR OTHER CRITERIA. PAYMENT FOR GOODS/PARTS/SERVICES UNDER THIS PURCHASE ORDER SHALL NOT CONSTITUTE ACCEPTANCE OF THE GOODS/PARTS/SERVICES AND SUCH PAYMENT OR FUTURE PAYMENTS ARE SUBJECT TO DEBIT OR ADJUSTMENT FOR SHORTAGES IN QUANTITIES OR REJECTION BY ABBCO AS PER THE TERMS, CONDITIONS AND PROVISIONS OF THIS PURCHASE ORDER. AFTER NOTICE TO SELLER OF NONCONFORMING GOODS/PARTS/SERVICES, ABB MAY REPLACE OR CORRECT ANY NONCONFORMING GOODS/PARTS/SERVICES AT ABBCO'S FACILITY OR ABBCO'S CUSTOMER'S FACILITIES AND CHARGE SELLER WITH ALL COSTS/EXPENSES RELATED TO SUCH REPLACEMENT OR CORRECTION, IN ADDITION TO OTHER REMEDIES, INCLUDING BUT NOT LIMITED TO INCIDENTAL/CONSEQUENTIAL DAMAGES, INSPECTION AND SORTING COSTS, LABOR, SHIPPING COSTS, ALTERNATIVE SUPPLY OF GOODS/PARTS/SERVICES INCURRED BY ABBCO AND ITS CUSTOMERS INCLUDING ANY RECALLS OR FIELD SERVICE ACTIONS INITIATED BY ABBCO'S CUSTOMERS.
7. **LABOR DISPUTES.** SELLER WILL NOTIFY ABBCO IMMEDIATELY OF ANY ACTUAL AND POTENTIAL LABOR DISPUTE DELAYING OR THREATENING TO DELAY TIMELY PERFORMANCE OF THIS ORDER AND WILL INCLUDE ALL RELEVANT INFORMATION TO ABBCO. SELLER WILL NOTIFY ABBCO IN WRITING SIX (6) MONTHS IN ADVANCE OF THE EXPIRATION OF ANY CURRENT LABOR CONTRACT(S). IF REQUESTED BY ABBCO, SELLER WILL DELIVER A SUPPLY OF FINISHED GOODS AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH LABOR CONTRACT IN QUANTITIES AND FOR STORAGE AT ANY PLACE OR PLACES DESIGNATED BY ABBCO.
8. **WARRANTIES.** SELLER WARRANTS TO ABBCO AND ABBCO'S CUSTOMERS THAT ALL GOODS/PARTS/SERVICES WILL: (1) COMPLY WITH ALL PERFORMANCE STANDARDS AND PRODUCT CHARACTERISTICS SUPPLIED BY ABBCO OR ABBCO'S CUSTOMERS, INCLUDING WITHOUT LIMITATION, PRINTS, DRAWINGS, SAMPLES, DESIGN SPECIFICATIONS, MATERIAL SPECIFICATIONS, PLATING OR COATING SPECIFICATIONS, TOLERANCES OR OTHER CRITERIA; (2) BE MERCHANTABLE; (3) BE FIT FOR THEIR INTENDED PURPOSE. THE WARRANTIES OF SELLER SHALL RUN TO ABBCO AND TO

ABBCO'S CUSTOMERS. IF SELLER'S GOODS/PARTS WILL BE INSTALLED OR PLACED ON ANY MOTOR VEHICLE, SELLER'S WARRANTY BEGINS WITH SHIPMENT OF THE GOODS/PARTS TO ABBCO AND EXTENDS TO COVER ABBCO'S CUSTOMER'S NEW VEHICLE WARRANTY PERIOD. SELLER FURTHER WARRANTS THAT UPON DELIVERY TO ABBCO, THAT ABBCO WILL RECEIVE GOOD TITLE TO THE GOODS/PARTS FREE AND CLEAR OF ANY LIENS AND ENCUMBRANCES AND THAT ALL GOODS/PARTS WILL BE FREE FROM ANY ACTUAL OR CLAIMED PATENT INFRINGEMENT. THESE WARRANTIES ARE CUMULATIVE AND IN ADDITION TO ANY OTHER WARRANTY PROVIDED BY LAW OR STATUTE OR OTHERWISE PROVIDED BY SELLER, INCLUDING BUT NOT LIMITED TO THOSE WARRANTIES/REMEDIES PROVIDED FOR IN OHIO REVISED CODE CHAPTER 1302, AND ARE NOT WAIVED BY PAYMENT OR ACCEPTANCE OR THE GOODS/PARTS/SERVICES BY ABBCO.

9. **PRICE WARRANTY.** SELLER WARRANTS THAT THE PRICES FOR THE ARTICLES SOLD TO ABBCO HEREUNDER ARE NO LESS FAVORABLE THAT SELLER CURRENTLY EXTENDS TO ANY CUSTOMER FOR THE SAME OR SIMILAR GOODS OR SERVICES IN SIMILAR QUANTITIES. IF SELLER REDUCES ITS PRICES TO OTHERS DURING THE TERM OF THIS ORDER FOR SUCH GOODS OR SERVICES DURING THE TERM OF THIS ORDER, SELLER WILL REDUCE THE PRICES TO ABBCO FOR SUCH GOODS OR SERVICES CORRESPONDINGLY. SELLER WARRANTS THAT PRICES SHOWN ON THIS ORDER ARE COMPLETE AND THAT NO ADDITIONAL CHARGES OF ANY TYPE WILL BE ADDED WITHOUT ABBCO'S EXPRESS WRITTEN CONSENT.
10. **PROPERTY AND SPECIAL TOOLING.** UNLESS OTHERWISE PROVIDED IN THIS ORDER, PROPERTY OF EVERY DESCRIPTION INCLUDING ALL TOOLS, EQUIPMENT, MATERIAL, DRAWINGS, MANUFACTURING AIDS AND REPLACEMENTS OF THE FOREGOING FURNISHED BY ABBCO EITHER DIRECTLY OR INDIRECTLY OR AS ACQUIRED OR MANUFACTURED BY SELLER FOR USE IN THE PERFORMANCE OF THIS ORDER FOR WHICH SELLER HAS BEEN REIMBURSED BY ABBCO, WILL BE (1) THE PROPERTY OF ABBCO, (2) PLAINLY MARKED OR OTHERWISE ADEQUATELY IDENTIFIED BY SELLER AS THE PROPERTY OF ABBCO, AND (3) SAFELY STORED SEPARATE AND APART FROM SELLERS PROPERTY. SELLER WILL RETAIN AND NOT USE OR REWORK TOOLING OR PROPERTY OF ABBCO EXCEPT FOR PERFORMANCE OF WORK HEREUNDER OR AS AUTHORIZED IN WRITING BY ABBCO. SELLER WILL KEEP SUCH TOOLING OR PROPERTY IN ITS POSSESSION AND/OR CONTROL IN GOOD CONDITION, FULLY COVERED BY INSURANCE, FREE OF LIENS AND ENCUMBRANCES AND WILL REPLACE SUCH TOOLING OR PROPERTY WHEN LOST, DAMAGED OR DESTROYED. ALL ABBCO TOOLING OR PROPERTY WILL BE TRANSFERRED AS ABBCO MAY DIRECT AT ANY TIME.
11. **INSURANCE AND INDEMNIFICATION.** SELLER WILL FURNISH EVIDENCE ACCEPTABLE TO ABBCO OF ADEQUATE WORKER'S COMPENSATION, COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE AND OTHER PUBLIC

LIABILITY AND PROPERTY DAMAGE INSURANCE COVERAGE IN AMOUNTS AND COVERAGES TO COVER SELLER WILL DEFEND, INDEMNIFY AND HOLD ABBCO HARMLESS AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES AND SETTLEMENT EXPENSES FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE OR LOSS OF ANY PROPERTY ALLEGEDLY OR ACTUALLY RESULTING FROM OR ARISING OUT OF ANY ACT OR OMISSION, NEGLIGENT WORK OF SELLER OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS IN CONNECTION WITH PERFORMING THIS ORDER, EITHER ON ABBCO'S PROPERTY OR IN THE COURSE OF THEIR EMPLOYMENT.

12. **CHANGES.** (1) ABBCO AT ANY TIME IN WRITING MAY CHANGE THE DESIGN (INCLUDING DRAWINGS, MATERIALS AND SPECIFICATION), PROCESSING METHOD OF PACKING AND SHIPPING, AND THE PLACE OF DELIVERY, (2) IF ANY SUCH CHANGE AFFECTS COST OR TIMING, ABBCO SHALL ADJUST PURCHASE PRICE AND DELIVERY SCHEDULES EQUITABLE, (3) SELLER SHALL NOT MAKE ANY CHANGE IN DESIGN, PROCESSING, PACKING, SHIPPING OR PLACE OF DELIVERY WITHOUT ABBCO'S WRITTEN CONSENT, CLAIMS ADJUSTMENT. ABBCO MAY AT ANY TIME AND WITHOUT NOTICE DEDUCT OR SET-OFF SELLER'S CLAIMS FOR MONEY DUE OR TO BECOME DUE FROM ABBCO AGAINST ANY CLAIMS THAT ABBCO HAS OR MAY HAVE ARISING OUT OF THIS OR ANY OTHER TRANSACTION BETWEEN ABBCO AND SELLER.
13. **DUTY DRAWBACK RIGHTS.** THIS ORDER INCLUDES ALL RELATED CUSTOMS DUTY AND IMPORT DRAWBACK RIGHTS IF ANY (INCLUDING RIGHTS DEVELOPED BY SUBSTITUTIONS AND RIGHTS WHICH MAY BE ACQUIRED FROM SELLER'S SUPPLIERS), WHICH SELLER CAN TRANSFER TO ABBCO. SELLER WILL INFORM ABBCO PROMPTLY OF ANY SUCH RIGHTS AND WILL SUPPLY DOCUMENTS AS MAY BE REQUIRED TO OBTAIN SUCH DRAWBACK.
14. **USE OF ABBCO'S NAME.** SELLER WILL NOT, WITHOUT PRIOR WRITTEN CONSENT OF ABBCO, IN ANY MANNER PUBLISH THE FACT THAT SELLER HAS FURNISHED OR CONTRACTED TO FURNISH ABBCO GOODS AND/OR SERVICES, OR USE THE NAME OR TRADEMARKS OF ABBCO, ITS PRODUCTS OR ANY OF ITS ASSOCIATED COMPANIES IN SELLER'S ADVERTISING OR OTHER PUBLICATION. IF SELLER PLACES ON THE GOODS AN ABBCO TRADEMARK AND/OR IDENTIFYING MARK AS SPECIFIED BY ABBCO, OR IF GOODS SPECIFIED IN THIS ORDER ARE PECULIAR TO ABBCO'S DESIGN, THEY WILL NOT BEAR THE TRADEMARK OR OTHER DESIGNATION OF THE MARKER OF SELLER AND SIMILAR GOODS WILL NOT BE SOLD TO ANYONE OTHER THAN ABBCO.
15. **INFORMATION DISCLOSED.** THE SPECIFICATIONS, DRAWINGS, PRINTS, SAMPLES, PROTOTYPES, DESCRIPTIONS, MANUFACTURING DATA AND OTHER INFORMATION COLLECTIVELY "PROPRIETARY INFORMATION") MADE AVAILABLE FOR SELLER'S REVIEW IN CONNECTION WITH THE PERFORMANCE OF THIS ORDER ARE THE PROPERTY OF ABBCO OR ITS

CUSTOMER, ARE CONSIDERED PROPRIETARY TO AND TRADE SECRETS OF ABBCO OR ITS CUSTOMER, MAY BE PROTECTED BY ONE OR MORE PATENT APPLICATIONS, PATENTS, TRADEMARKS, AND/OR COPYRIGHTS, AND SHALL NOT BE MISAPPROPRIATED BY SELLER NOR USED BY SELLER FOR ANY PURPOSE NOT FIRST AUTHORIZED IN WRITING BY ABBCO OR ITS CUSTOMER. ANY PATENTABLE PORTIONS OF PROPRIETARY INFORMATION SHALL REMAIN THE SOLE PROPERTY OF ABBCO OR ITS CUSTOMER. SELLER SHALL TREAT PROPRIETARY INFORMATION AS HIGHLY CONFIDENTIAL AND ENSURE THAT PROPRIETARY INFORMATION IS NOT USED FOR ANY PURPOSE DETRIMENTAL TO ABBCO'S OR ITS CUSTOMER'S INTERESTS. IF SELLER INVESTS AND/OR DEVELOPS ANY IMPROVEMENTS OR MODIFICATIONS TO THE PROPRIETARY INFORMATION, SELLER HEREBY GRANTS TO ABBCO AND ITS CUSTOMER A PERPETUAL, NON-EXCLUSIVE, ROYALTY FREE, UNLIMITED LICENSE TO MAKE, USE, SELL, OFFER FOR SALE, OR IMPORT INTO ANY COUNTRY THE INVENTION, IMPROVEMENT OR MODIFICATION.

16. **ASSIGNMENT.** THIS ORDER WILL NOT BE ASSIGNED OR DELEGATED, IN WHOLE OR IN PART, WITHOUT ABBCO'S PRIOR WRITTEN CONSENT.
17. **TERMINATION AT ABBCO'S OPTION.** ABBCO MAY TERMINATE THIS ORDER AT ANY TIME WITHOUT CAUSE IN WHOLE OR IN PART BY WRITTEN NOTICE, WHEREUPON SELLER WILL STOP WORK ON THE DATE AND TO THE EXTENT SPECIFIED IN SUCH NOTICE AND TERMINATE ALL ORDERS AND SUBCONTRACTS THAT RELATE TO THE TERMINATED ORDER. WITHIN THIRTY (30) DAYS AFTER RECEIPT OF TERMINATION NOTICE, SELLER WILL SUBMIT ALL CLAIMS RESULTING FROM SUCH TERMINATION. ABBCO WILL HAVE THE RIGHT TO VERIFY SUCH CLAIMS BY AUDITING THE RELEVANT RECORDS, FACILITIES, WORK OR MATERIALS OF SELLER AND/OR ITS SUBCONTRACTORS. ABBCO WILL PAY THE SELLER FOR FINISHED WORK ACCEPTED BY ABBCO AS WELL AS FOR THE DOCUMENTED COST TO SELLER OF WORK IN PROCESS AND RAW MATERIAL ALLOCABLE TO THE TERMINATED WORK WHICH IS NOT IN EXCESS OF ANY PRIOR ABBCO AUTHORIZATION. PAYMENT MADE UNDER THIS CLAUSE 18 WILL CONSTITUTE ABBCO'S ONLY LIABILITY FOR TERMINATION HEREUNDER WITH TITLE AND RIGHT OF POSSESSION TO ALL DELIVERED GOODS AND SERVICES VESTING IN ABBCO IMMEDIATELY UPON ABBCO'S TENDER OF SUCH PAYMENT. THE PROVISIONS OF THIS CLAUSE 18 WILL NOT APPLY TO ANY CANCELLATION BY ABBCO FOR DEFAULT BY SELLER OR FOR ANY OTHER CAUSE RECOGNIZED BY LAW OR SPECIFIED BY THIS ORDER.
18. **CANCELLATION FOR DEFAULT.** IF SELLER (1) FAILS TO DELIVER GOODS OR PERFORM SERVICES AT THE TIME SPECIFIED HEREIN, OR (2) FAILS TO PERFORM ANY OTHER PROVISIONS HEREOF AND DOES NOT CURE SUCH FAILURE WITHIN A PERIOD OF TEN (10) DAYS AFTER RECEIPT OF WRITTEN NOTICE FROM ABBCO SPECIFYING SUCH FAILURE OR (3) BECOMES INSOLVENT; MAKES AN ASSIGNMENT IN FAVOR OF CREDITORS, OR ENTERS BANKRUPTCY OR DISSOLUTION PROCEDURES; OR (4) IS MERGED

INTO ANOTHER COMPANY AND/OR IS EXPROPRIATED OR NATIONALIZED, ABBCO MAY CANCEL THE WHOLE OR ANY PART OF THIS ORDER WITHOUT ANY LIABILITY EXCEPT FOR PAYMENT DUE FOR GOODS AND SERVICES DELIVERED AND ACCEPTED. UPON SUCH TERMINATION, ABBCO WILL HAVE THE RIGHT TO, AND ON NOTICE TO SELLER, TO TAKE TITLE TO AND POSSESSION OF ALL OR ANY PART OF SUCH WORK PERFORMED BY SELLER UNDER THIS ORDER.

19. **REMEDIES.** RIGHTS AND REMEDIES HEREIN RESERVED TO ABBCO ARE CUMULATIVE AND IN ADDITION TO ANY OTHER OR FURTHER RIGHTS AND REMEDIES AVAILABLE AT LAW OR IN EQUITY. NO WAIVER OF ANY BREACH OF ANY PROVISION OF THIS ORDER WILL CONSTITUTE A WAIVER OF ANY OTHER BREACH OR A WAIVER OF SUCH PROVISION.
20. **REQUIRED COMPLIANCE.** IN PROVIDING GOODS OR SERVICES HEREUNDER, SELLER WILL COMPLY WITH ANY AND ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS INCLUDING CANADIAN OR OTHER FOREIGN LAWS), AND REGULATIONS PROMULGATED THEREUNDER. SELLER WILL DEFEND, INDEMNIFY AND HOLD ABBCO HARMLESS FROM AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, AND EXPENSES RESULTING FROM OR ARISING OUT OF ANY FAILURE OF SELLER'S EMPLOYEES, AGENTS AND SUBCONTRACTORS TO COMPLY WITH ANY APPLICABLE GOVERNMENTAL REGULATIONS AND/OR STATUTES.
21. **GOVERNING LAW.** THE PURCHASE ORDER AND ABBCO/SELLER'S AGREEMENT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS AND STATUTES OF THE STATE OF OHIO, INCLUDING BUT NOT LIMITED TO OHIO REVISED CODE CHAPTER 1302 (U.C.C.).
22. **FORUM SELECTION.** ABBCO AND SELLER AGREE THAT ANY DISPUTE OVER THIS PURCHASE ORDER OR ABBCO/SELLER'S AGREEMENT SHALL BE HEARD IN THE FEDERAL COURTS OR STATE COURTS SITTING IN THE STATE OF OHIO.
23. **MERGER CLAUSE.** THIS PURCHASE ORDER SETS FORTH THE ENTIRE AGREEMENT OF ABBCO AND SELLER. ALL PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR REPRESENTATIONS ARE MERGED INTO THIS PURCHASE ORDER. NO PROVISIONS OF THIS PURCHASE ORDER MAY BE MODIFIED EXCEPT BY WRITTEN AGREEMENT OF BOTH PARTIES.
24. **SAMPLES.** SELLER AT ITS EXPENSE SHALL FABRICATE FROM PRODUCTION TOOLING AND PROCESSES AND FURNISH TO ABBCO THE NUMBER OF SAMPLES SPECIFIED ON THE FACE OF THIS PURCHASE ORDER OR IF NONE IS SPECIFIED, A REASONABLE NUMBER OF SAMPLES. SELLER SHALL INSPECT SUCH SAMPLES BEFORE DELIVERY AND SHALL CERTIFY INSPECTION RESULTS AS REQUESTED BY ABBCO.