

CONTMID HOLDINGS, INC. AND ITS DIRECT AND INDIRECT SUBSIDIARIES

(collectively, "Seller")

GENERAL TERMS AND CONDITIONS OF SALE

1. Applicable Law and Jurisdiction.

These general terms and conditions apply to, whether written or oral, all proposals and quotations submitted by Seller, to all purchase orders received by Seller, and to all Goods and services sold and/or provided by Seller (collectively, "Goods"), except as otherwise specifically provided in a document signed by Seller, and between Seller and the purchaser named on or to which such proposal, quotation, purchase order or other agreement is directed or received ("Buyer"). This sale or any sale resulting herefrom consists only of these terms and conditions and those in other documents which are referred to herein or are attached hereto or in a document subsequently signed by Seller (all of which constitute the "Agreement"). **THE AGREEMENT SHALL BE GOVERNED, CONSTRUED AND ENFORCED UNDER THE LAW OF THE STATE OF ILLINOIS INCLUDING THE UNIFORM COMMERCIAL CODE IN FORCE ON THE INITIAL DATE OF THE AGREEMENT ("UCC"), EXCEPT AS PROVIDED HEREIN.** The U.S. Convention on the International Sales of Goods shall not apply. Any services to be provided hereunder, whether or not they are otherwise ancillary to and part of a sale of goods (as separate units), shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided hereunder. **THE COURTS OF COOK COUNTY, ILLINOIS SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT.** The parties stipulate to the convenience of such courts in general, as to all litigation. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions.

2. Formation, Integration and Modification.

(a) The Agreement supersedes all previous quotations and agreements pertaining to the Goods. Delivery to Seller of Buyer's acceptance of a Seller's quotation (according to its terms), Seller's actions in reliance on Buyer's oral acceptance of a written or oral quotation, or Buyer's receipt of the Goods, will constitute a binding contract under the terms of the Agreement. The Agreement is subject to Seller's revocation or cancellation without liability until it is approved by Seller at its home office. Notice of such approval may be furnished to Buyer in the form of an acknowledgement, shipment, or other form of express approval.

(b) An order submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions) may be accepted, approved or filed by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is hereby given that Seller objects to any such terms or conditions in Buyer's purchase order or other writing. Seller shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the Agreement by filing such order or by failing to further object to Buyer's terms or conditions.

(c) An order placed with and accepted by Seller can be canceled by Buyer only with the prior written consent of Seller and only upon terms that will indemnify Seller for all losses incurred by Seller associated with Buyer's cancellation, including but not limited to, the costs already incurred by Seller in performance of Seller's contractual duties and any profits which Seller would have received had the contract been completed. If Buyer makes an assignment for the benefit of creditors, if a petition or other proceeding, voluntary or involuntary, is filed with respect to Buyer under applicable bankruptcy, reorganization or other insolvency laws, if Buyer generally becomes unable to pay its debts as they become due, or if Buyer fails to remit payment to Seller for Goods in accordance with the terms hereof, Seller may, at its option, cancel all deliveries of undelivered Goods or any accepted orders effective immediately by giving Buyer written notice of such cancellation.

(d) The Agreement is a final, complete and exclusive statement of the Agreement of the parties. SELLER IS WILLING TO NEGOTIATE WRITTEN CHANGES TO THESE TERMS AND CONDITIONS, BUT RESERVES THE RIGHT TO MAKE AN ADJUSTMENT IN THE PRICE OF THE GOODS. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee at its home office. Notwithstanding anything to the contrary in the Agreement, no modifications, limitation, waiver or discharge of any provision of the Agreement shall affect Buyer's liabilities to Seller accrued prior thereto. Seller may correct unilaterally any mathematical and typographical errors in the Agreement. Typed provisions of the Agreement take precedence over printed provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller.

(e) All references in sales brochures, technical data sheets and offers as to size, weight, technical specifications, price and other details of the Goods are approximate and shall not be binding on Seller unless expressly incorporated in an accepted order.

(f) The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.

3. Prices, Payment and Risk of Loss.

(a) Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices contained in individual written quotations or proposals are firm only for a period of thirty (30) days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes and Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) ("Taxes") and the Agreement, unless exempt therefrom. Should Buyer claim that it is exempt from any Taxes then Buyer shall furnish Seller with an exemption certificate which has been issued by an appropriate governmental authority. Buyer hereby agrees to indemnify and hold Seller harmless for any and all Taxes that are the responsibility of Buyer and penalties or fines assessed against Seller or Buyer related thereto, whether or not due to Buyer's claimed exemption from such Imposition. All prices are in United States dollars. Buyer shall pay all

government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt all invoices rendered by Seller for any such items Seller may pay.

(b) This Agreement is for a shipment contract, and the Goods shall be delivered F.O.B. Seller's dock. Whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary. Buyer assumes all responsibility for payment of freight, and all costs associated therewith, which freight charges and other costs may not be reflected in the prices quoted by Seller. Seller may, at Seller's option, prepay freight and seek reimbursement from Buyer. Unless requested in writing by Buyer, Seller will not insure the Goods against loss during transit. If Seller so insures any Goods, the cost of such insurance shall be the responsibility of Buyer.

(c) Without limiting any other rights of Seller, Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing, including without limitation to reflect increases of costs of raw materials (including, without limitation, steel), labor, transportation, shipping, packaging, labeling, custom duties, taxes, storage, insurance, and boxing and crating. In addition, and without limiting the foregoing or any other rights of Seller, Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, material and manufacturing to reflect increases required by changes required by Buyer after the date of any quotation. Furthermore, and without limiting the foregoing, prices shall be increased upon any increase in the price of steel based on the AMM scrap average over either (i) the cost of steel at the time of the quotation and/or (ii) the cost of steel as of the prior quarter.

(d) Payment terms shall be thirty (30) days net unless otherwise specified in an applicable invoice. Invoices shall be payable only in the agreed currency. In the absence of any written agreement to the contrary, invoices shall be payable in U.S. Dollars. If any invoice is not paid in full within thirty (30) days following the date of invoice, Seller shall be entitled to charge interest on the delinquent amount equal to 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law.

In addition to Seller's right to cancel accepted orders pursuant to Section 2(c), Seller may from time to time demand different terms of payment from those specified herein whenever it reasonably appears that Buyer's financial condition requires such change, and may demand assurance of Buyer's ability to pay whenever it reasonably appears that such ability is in doubt. Such demand shall be in writing and Seller may, upon making of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses such different terms of payment, or fails or refuses to give adequate assurance of his ability to pay, Seller may at Seller's option treat such failure or refusal as a repudiation of any portion of an accepted order that has not been fully performed. In all events, time shall be of the essence with regard to Buyer's payment obligations to Seller hereunder.

(e) With respect to amounts properly invoiced hereunder, Buyer shall have no right of offset by virtue of any claim against Seller, unless and until such claim has been finally adjudicated in favor of Buyer by a court of competent jurisdiction and such adjudication is not subject to appeal, or Seller has acknowledged the validity and amount of such claim in writing.

(f) All amounts due on installation or other event which requires the action or cooperation of Buyer which Buyer fails to supply timely shall become due upon such failure.

4. Delivery, Carrier and Routing.

(a) Shipping dates are estimates based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping dates are further subject to Seller's prompt receipt from Buyer of a written purchase order or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement.

(b) Unless the parties agree otherwise, Seller shall have the right to select the carrier(s) and routing of shipment.

5. Delay of Shipment or Performance Excused for Various Reasons.

(a) If shipment of any item or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its option hold the item at the place of manufacture at the risk and expense of Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment of an item shall be due and payable thirty (30) days after Buyer is notified that the item is ready for shipment. If Seller is unwilling to accommodate Buyer by holding such item, Buyer shall accept shipment immediately.

(b) Dates for Seller's performance are estimates only.

6. Inspection, Testing and Rejection.

(a) If the Agreement expressly provides for Buyer's inspection and/or acceptance of the Goods, Seller's standard test procedures conducted by Seller's representative shall be the criteria for inspection and/or acceptance, unless other specific procedures have been specified in the Agreement.

(b) Buyer shall inspect all shipped Goods immediately following arrival thereof at the destination, and shall give written notice to Seller within ten (10) days of the receipt thereof (i) of any claim that the Goods are nonconforming, provided that a reasonable inspection should have revealed such nonconformity, or (ii) of any claim of shortage of Goods. If Buyer shall fail to give such notice within such time period, the Goods shall be deemed to conform to the terms of an accepted order, and Buyer shall be deemed to have accepted the Goods.

(c) All drawings, specifications, technical documentation, samples, prototypes and Goods shall be deemed approved and/or accepted by Buyer if Buyer does not provide a written objection and/or rejection within ten (10) days of receipt or other reasonable time established by Seller. Any objection and/or rejection by Buyer must be in writing and state with specificity all defects and non-conformities upon which Buyer will rely to support its rejection. ALL DEFECTS AND NON-CONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED. All Torx ® type heads and sockets may be more generically named as Hexalobular, the product will remain unchanged and interchangeable with no geometrical differences.

7. General Express Warranties.

(a) Seller warrants to Buyer only that the portions of Goods manufactured by Seller shall be free from manufacturing defects in materials and workmanship which are discovered within the warranty period, subject to the disclaimers and limitations of the Agreement. The warranty period, measured from date of shipment by Seller, shall be one (1) year. This is not a warranty of performance, but a limited warranty as to the condition of the Goods at the beginning of the warranty period. Because the Goods may be subject to a wide variety of use, installation, maintenance and cleaning, the warranty is only against such defects and not against any other failures such as, but not limited to, those due to wear and tear, and normal maintenance and perishable items are excluded from this warranty against defects.

(b) Seller warrants to Buyer that the Goods will be as described in the Agreement in all material respects, subject to the limitations stated herein and Seller's published and internal standards; however, Seller retains the right to change the dimensions, composition, design, performance, color and appearance of the Goods without liability if, in its judgment, the change is non-material. Seller may, in its discretion, also rely on any generally accepted industry standards.

(c) Seller's warranties shall apply only if the Goods: (i) have been installed, maintained, and used in conformity with instructions furnished by Seller from time to time, if any; (ii) have been subjected to normal use for the purpose for which Goods were designed; (iii) have not been subjected to misuse, negligence, or accident; and, (iv) have not been altered or repaired by persons other than Seller in any respect which, in the judgment of Seller, adversely affects the condition or operation of the Goods.

8. Patent Express Warranties.

Seller shall defend and indemnify Buyer from any claim which asserts that the Goods or their inherent methods of operation, intrinsically, directly infringe any United States patent, except as to a claim based on Buyer's use of the Goods as a step in an overall process or as an element in an overall combination. Seller's obligation shall not apply to a claim based on Goods or portions thereof specified, designed, or manufactured by Buyer. Buyer shall notify Seller promptly of any assertions of patent infringement and provide Seller with assistance and information required by Seller, or Seller shall have no further obligation to defend or indemnify. Seller shall defend with its counsel or other counsel of its choice and shall have the sole right, without consultation with Buyer, to take all action Seller deems appropriate to prosecute or settle such claims. Seller's exclusive obligation to indemnify as to Goods declared to infringe is limited to the acquisition of a license, the replacement of Goods with non-infringing Goods, the modification of the Goods so that they are non-infringing, or the return of the purchase price and shipping costs in exchange for the Goods, as Seller may elect. This section states Seller's entire and exclusive obligation regarding patent infringement.

9. Disclaimer and Limitation of Express Warranties.

There are no express warranties other than those contained in the Agreement. Any representations as to performance and other matters, except as contained in the Agreement, were

for illustrative purposes only and do not constitute a warranty. Whether or not the Goods are to be used exclusively by Buyer, there shall be no third party beneficiaries to the express warranties contained herein. Seller does not warrant any portion of the Goods not manufactured by or not furnished by Seller (whether or not specified by Buyer), but Seller shall assign to Buyer upon request all assignable warranties of Seller's suppliers related to such Goods. All descriptions, shipping specifications and illustrations of the Goods or Seller and its quality and other systems and capabilities in catalogues, brochures and price lists or otherwise provided by Seller are intended for general guidance only and Seller is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance on them. Seller does not warrant that it or the Goods are in compliance with any entity, organization or industry standards, guidelines, or procedures unless specifically contained in the Agreement.

10. Remedy and Limitation of Seller's Liability.

(a) Defective or non-conforming Goods or parts thereof discovered during the warranty period shall be repaired, or replaced by Seller without any additional charge and shipped to Buyer, FOB Seller's plant, for reinstallation by Buyer at its cost, subject to the terms hereof. The warranty obligation of Seller is limited to the repair or replacement at Seller's plant of any part of the Goods which Buyer shall, within the warranty period, return to Seller, with transportation charges prepaid by Buyer, and which Seller shall determine upon examination to be defective or not in conformity with the express warranties contained herein. In lieu of repair or replacement, if Seller elects, Seller may, upon return of such Goods and making a determination of non-conformity or defect, keep the Goods and refund the purchase price. Buyer's remedies shall be limited (**even in the event of Seller's default of its warranty obligations**) exclusively to those provided in this section. **IN NO EVENT SHALL SELLER'S LIABILITY FOR DAMAGES EXCEED THAT PART OF THE PURCHASE PRICE APPLICABLE TO THE GOODS WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OF THE GOODS CONTEMPLATED HEREBY. Seller shall not be subject to liability for damages resulting from the handling, use or further processing of the Goods furnished under this Agreement. The warranties contained herein extend only to Buyer.** Buyer waives any causes of action or theories of liability including, but not limited to, those arising under contract, the UCC, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided herein. The replacement or repair of Goods by Seller does not give rise to any new warranty except the warranty period provided for herein shall be extended by the length of any period from the date the defective or non-conforming Goods are received by Seller until the date repaired or replacement Goods are delivered to Buyer.

(b) Buyer must contact Seller requesting warranty coverage plus a return authorization number and other instructions for the return of Goods to Seller or other instructions. If requested by Seller, Buyer shall issue a new purchase order or amendment to Seller for replacement parts, subject to Seller issuing a credit memo if Buyer's claim for warranty coverage is approved. Buyer must comply with Seller's return instructions (including return of the Goods) within 30 days or the claim shall be deemed conclusively to have been abandoned. Buyer is responsible for property tagging, identifying, and packing returned Goods. Goods returned without compliance with the above procedures shall be returned to the sender at sender's cost.

11. Disclaimer of Warranties.

(a) **THE WARRANTIES CONTAINED HEREIN ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED BY SELLER, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT ANY OF THE GOODS FURNISHED UNDER THESE TERMS AND CONDITIONS DO NOT MEET THE WARRANTIES CONTAINED HEREIN, SELLER'S LIABILITY SHALL BE LIMITED TO REFUND OF BUYER'S PURCHASE PRICE OF THE DEFECTIVE GOODS OR TO THE REPLACEMENT OF SUCH DEFECTIVE GOODS WITH CONFORMING PRODUCTS. Seller does not warrant the Goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in this Agreement.**

(b) Subject to Seller's limitation of liability contained in this Section 11, in the event of a recall campaign related to any Good or components thereof, Buyer shall be responsible for the costs of complying with such recall campaign. If a recall campaign is mandated by a government authority and Buyer can show that the underlying defect relates to (a) a significant deviation from applicable specifications referenced in the order, or (b) a material defect in materials or workmanship, then Seller shall reimburse Buyer for any reasonable and direct expenses which may be incurred by Buyer as a result of such recall campaign. In the event of a recall campaign related to the Goods, Buyer and Seller agree to exchange information and consult with each other with respect to the need and advisability thereof.

12. Parts, Service and Training Performed by Seller.

All warranty and non-warranty parts, inspection, labor, service, software and training, if any, provided by Seller or its agents and contractors (including those provided under purchase orders subsequent to the Agreement) related to the Goods are subject to all limitations and disclaimers of warranties and remedies provided in the Agreement.

13. Indemnification.

Buyer shall indemnify Seller from any and all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale, processing or other disposition of the Goods, supplies or materials used in connection with the Goods, or parts manufactured with the Goods, if the action or inaction of Buyer or its employees, customers or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller.

14. Consequential, Incidental, and Other Damages.

BUYER AND THIRD PARTIES SHALL NOT BE ENTITLED TO ANY CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT), PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, AS DEFINED IN THE UCC OR OTHERWISE, INCLUDING,

WITHOUT LIMITATION, DIMINUTION IN VALUE, LOST INCOME OR PROFITS AND INTERRUPTIONS IN BUSINESS. **This limitation shall be enforced regardless of whether Seller has defaulted in its warranty or other obligations.** Any legal inability to limit or restrict the right of Buyer or a third party to such damages shall not affect the right of Seller to indemnification hereunder, and under no circumstance shall Buyer recover more than the purchase price. Buyer acknowledges that the remedies provided herein are exclusive and in lieu of all other remedies available to Buyer at law or in equity.

15. Directed Supplier Relationship.

If Buyer has directed that Seller utilize a particular supplier for the supply of parts to be utilized in the production or supply of Goods supplied by Seller to Buyer, such supplier is a "Directed Supplier". Seller is not responsible for any delays caused by the Directed Supplier and for which Seller is not the sole and exclusive cause. Buyer shall also be responsible for all price increases imposed on Seller by the Directed Supplier, unless such price increases are solely and exclusively caused by Seller. Seller is not responsible financially or otherwise for any costs or damages incurred by Buyer as a result of the inability of the Directed Supplier to perform the work as a result of insolvency, inadequate resources (financial or otherwise), or otherwise. This includes, but is not limited to, costs or damages incurred by Buyer as a result of the refusal of the Directed Supplier to timely supply parts, the Directed Supplier supplying defective parts, or for any other reason.

16. Security Interest, Power of Attorney.

In addition to any security interest granted by the UCC, Buyer hereby grants a security interest to Seller in all Goods and documents related thereto and proceeds and products therefrom to secure all obligations of Buyer to Seller, whether or not arising under the Agreement. Buyer shall take any such action and execute any documents (and expressly authorizes any such action taken by Seller) deemed necessary by Seller to perfect and maintain perfected such security interest granted hereunder. Buyer grants Seller an irrevocable power of attorney to sign Buyer's name to a financing statement if necessary or convenient to perfect Seller's security interest. In case of a default by Buyer, Seller may peaceably enter the premises of Buyer and others to repossess or render inoperable all Goods in which it has a security interest.

17. Proprietary Information; Intellectual Property.

(a) Any invention or other information developed by Seller in the performance of the Agreement or otherwise, including all rights, title and interest in any invention or other information, shall remain the sole property of Seller. Nothing herein shall constitute a license to or otherwise grant to Buyer of any rights in and to any of Seller's intellectual property rights whether developed during performance of this Agreement or otherwise.

(b) Buyer hereby assigns all right, title, and interest in and to any inventions and information jointly developed with Seller in the performance of the Agreement without any further consideration. In the event that Seller is unable, for any reason whatsoever, to secure Buyer's signature on any document or instrument necessary to effectuate the intent of this subsection, Buyer hereby irrevocably designates and appoints the Seller and its duly authorized

representatives as Buyer's agent and attorney-in-fact to act for and on Buyer's behalf and to execute and file, and to take all further actions, as may be necessary or convenient to effectuate the intent of this subsection, with the same legal force and effect as if executed by Buyer.

18. Confidentiality and Nondisclosure.

(a) Buyer acknowledges that any information disclosed to Seller has not and will not be confidential or a trade secret. Seller shall be under no obligation to refrain from using in its business any information, manufacturing processes or unpatented disclosures which may pass to it from Buyer in the performance of the Agreement.

(b) Except as required by law, Buyer shall not disclose any of the terms or conditions of an accepted order, including price terms, to any third party (other than a permitted successor or assign) for any reason whatsoever. All specifications, drawings, sketches, models, samples, designs, technical information or data, written, oral or otherwise furnished by or on behalf of Seller, all proposals, plans and other information furnished by Seller in bidding, negotiating and performing the Agreement shall remain the property of Seller and shall be returned (together with all copies) promptly upon Seller's request. Such information shall be treated as confidential, and shall not be used, disclosed or reproduced by Buyer, except as required in the course of performance hereunder. Buyer's obligations of confidentiality hereunder with respect to each item of confidential information shall extend for a period of three (3) years from the date of Seller's acceptance of the last order to which the items of confidential information in question pertain; provided, however that Buyer's obligations of confidentiality hereunder with respect to any such items of information which rise to the level of a trade secret (as defined under applicable law) shall remain in full force and effect for so long as such information remains a trade secret under applicable law. For purposes hereof, the confidentiality obligations embodied herein do not extend to any information which, at the time of disclosure, (i) is already known or independently developed by Buyer; (ii) is in the public domain through no wrongful act of Buyer; or (iii) is received by Buyer from a third party who was free to disclose such information. The parties acknowledge that the rights of Seller hereunder are in addition to those rights Seller may have under common law or applicable statutes for the protection of trade secrets.

19. Force Majeure.

Seller shall not be liable for monetary damages or otherwise for any delay or failure to perform any of its obligations, for the time and to the extent such failure to perform is caused by: (a) war, explosion, fire, flood, accident, severe weather or act of God; (b) strikes, lockouts or other labor troubles; (c) compliance with any governmental regulation, order or rule (foreign or domestic); (d) shortage or breakdown or other failure of facilities used for the manufacture or transportation of the products sold hereunder; (e) shortage or unavailability of labor, power, fuel, raw materials or other products necessary for the delivery of the Goods sold hereunder; or (f) any other cause or causes beyond the reasonable control of Seller or its suppliers. In the event that Seller is unable, due to any such cause or otherwise, to fulfill Buyer's total requirements of Seller, Buyer agrees to accept, as full and complete performance by Seller, deliveries of Goods in accordance with such allocations as Seller may make. During periods when demand for available product exceeds supply, Seller may distribute its supply of raw materials and/or finished Goods among itself, for its own uses, its customers and Buyer in such manner as Seller deems practicable.

Buyer agrees to accept, as full and complete performance by Seller, deliveries in accordance with such determination as Seller may make. In no event shall Seller be required to purchase material or product from third persons in the event that Seller invokes one of the above-mentioned clauses, nor will Seller be liable for any cost increases suffered by Buyer in purchasing product from a third party.

20. No Other Terms and Conditions.

No modifications to these terms and conditions shall be effected by Seller's receipt or acknowledgment of a purchase order from Buyer containing additional or different terms and conditions. No statements or agreements, oral or written, shall vary or modify these terms and conditions. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

21. Waiver.

No waiver by either party of any breach of any of the terms or conditions contained herein shall be construed as a waiver of any succeeding breach of the same or any other term or condition contained herein.

22. Assignability.

Buyer may not assign this Agreement, by operation of law or otherwise, without the express written consent of Seller.

23. Relationship of Parties.

Seller and Buyer are independent contracting parties and nothing in the Agreement shall make either party the agent, joint venturer or legal representative of the other for any purpose whatsoever, or grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Although third parties may be referenced, there are no third party beneficiaries to the Agreement.

24. United States Government Regulations.

Buyer shall not engage in any transaction with respect to the Goods which violates any statute or regulation of the United States Government.

25. Certifications.

Seller certifies that any Goods produced in the United States shall be produced in compliance with all applicable requirements of Sections 76, 7 and 12 of the U.S. Fair Labor Standards Act, and of the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. No other certifications or waivers regarding payments to Seller's suppliers or laborers are required.

26. Time for Bringing Action.

Any proceeding by Buyer for breach of the Agreement or any other right against Seller arising from or in connection with a payment cannot be filed nor maintained unless: (i) it is commenced within one (1) year after the cause for action has accrued; (ii) Buyer has given timely written notice to Seller of its claim as provided herein; and (iii) buyer deposits the unpaid portion of the purchase price with the tribunal pending final adjudication. An action shall accrue no later than shipment of the Goods. Buyer must give Seller written notice of any claim of breach of the warranties contained herein within 180 days after the occurrence of the event upon which such claim is founded; failure of Buyer to give such written notice shall constitute a waiver of all claims.