

Seller will also ensure that all company personnel who represent Seller in a visit to Buyer will identify their citizenship/nationality. In the event Buyer informs Supplier that restricted Items will be involved or accessible on a site visit to Buyer's facility, or Seller otherwise knows that restricted Items will be involved or accessible on a site visit to Buyer's facility, Seller will only send personnel on such a site visit who are authorized by the US Export Controls to receive and work with restricted Items.

12 INSPECTION

Buyer reserves the right to inspect the Products on or after the Delivery Date. Buyer, at its sole option, may reject all or any portion of the Products if it determines the Products are defective or nonconforming. If Buyer requires replacement of the Products, pursuant to Section 8, Seller shall promptly replace the nonconforming Products. If Seller fails to timely deliver replacement Products, Buyer may replace them with Products from a third party and charge Seller the cost thereof and terminate this Order for cause pursuant to Section 4. Any inspection or other action by Buyer under this Section shall not affect Seller's obligations under the Order, and Buyer shall have the right to further inspection after Seller takes remedial action.

13 INSURANCE

Seller shall, at its own expense, maintain, and carry insurance in full force and effect with financially sound and reputable insurers, which includes: (a) commercial general liability (including product liability) in a sum no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; (b) workers' compensation insurance in compliance with the applicable laws of each jurisdiction affected by the Order; (c) if the Seller will use or provide for use of motor vehicles in providing and/or performing the Order, automobile (motor vehicle) insurance covering all liabilities for personal injury and property damage arising from the use of such vehicles, with limits of no less than \$1,000,000. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance evidencing the coverage specified in this Order.

14 CUMULATIVE REMEDIES

The rights and remedies under this Order are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise. If Seller is in breach of the warranties set out in Section 8, Seller will, at its sole cost, replace or repair the Products or re-perform Services to Buyer's satisfaction.

15 INDEMNIFICATION

Seller shall defend, indemnify, and hold harmless Buyer and Buyer's parent company, its subsidiaries, affiliates, successors or assigns and its respective directors, officers, shareholders, and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, action, judgment, interest, penalty, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder (collectively, "Losses") arising out of or occurring in connection with Seller's performance of its obligations or Seller's negligence, willful misconduct or breach of the Terms of this Order or possession of the Products infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Seller shall not enter into any settlement without Buyer's or Indemnitee's prior written consent.

16 CONFIDENTIALITY

All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential", in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Buyer in writing. Seller will ensure that Seller's personnel who provide products and services will work exclusively on the tasks which they have been contracted and will not review, copy, photograph, or otherwise remove any data in any form from Buyer. Should any data or materials of any kind be removed by your personnel, your company will be liable for any fines, penalties, or damages suffered by Buyer as a result of any violation of federal regulations, copyright or proprietary information infringements. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Seller at the time of disclosure; or (c) rightfully and legally obtained by the Seller on a non-confidential basis from a third party.

17 CHANGE OF SCOPE

Buyer may, from time to time, initiate changes by issuing to Seller written notices ("Change Order") that alter, add to, or deduct from the Products or Services, but that are otherwise subject to the Terms of this Order. Unless Seller advises Buyer in writing that such Change Order will result in a change in prices or Delivery Date or that Buyer is unable to comply with the Change Order due to commercial impracticability, Seller will promptly comply with the terms of any Change Order. If Seller advises Buyer of a change in price or Delivery Date, Seller will not perform under the Change Order unless and until Buyer has agreed to such proposed change in price or Delivery Date.

18 SHIPPING

Delivery shall be made in accordance with the Terms of this Order. The Order number must appear on all documents pertaining to the Order, invoices, packing lists, correspondence, and all shipping documents. Seller shall not substitute material or ship more than the quantity ordered. Seller shall be solely responsible for and pay, all costs of delivering the Products to the Delivery Location, including, without limitation, all shipping and freight costs and all duties, fees, tariffs or similar analogous taxes on imports/exports of the Products ("Customs Duties"). Seller will take all reasonable steps to minimize Customs Duties costs.

19 HAZARDOUS WASTE

If at any time Seller generates any hazardous waste(s) on Buyer's property or site, as defined in United States Code 40 C.F.R. §261.3, Seller will immediately notify Buyer and Seller will comply with Buyer's policies and practices, and any applicable law, regarding management of hazardous wastes.

20 WAIVER AND RELEASE OF LIENS

Upon Seller receipt of amounts properly invoiced, Seller waives and releases all rights to, for itself and its subcontractors, and at its sole cost shall obtain prompt removal of any lien filed against Buyer, for Products or Services performed under this Order.

21 INCONSISTENT TERMS

The terms found on the face of this Order shall govern over the terms and conditions herein. Any separate written overriding agreement signed by both parties shall govern over the terms of the Order.

22 NOTICES

All notices, consents, claims, demands, waivers and communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (all fees pre-paid), facsimile (with confirmation of transmission) or email transmission with receipt confirmed. A Notice is effective only upon receipt of the receiving party, and if the party giving the Notice has complied with the requirements of this Section 21.

23 GOVERNING LAWS AND VENUE

The laws of the State of Ohio, United States will exclusively govern any dispute between Buyer and Seller. Any provision in Seller's documents purporting to establish an exclusive jurisdiction for disputes is expressly rejected.

24 SEVERABILITY

If any term or provision of this Order is found invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Order or invalidate or render unenforceable such term in any other jurisdiction.

25 SURVIVAL

Provisions of this Order which by their nature should apply beyond any termination of this Order will remain in effect for the period expressed within the Section but not longer than a period of two (2) years.

26 GENERAL

Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Order without Buyer's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment shall relieve the Seller of any of its obligations hereunder. No modification, alteration or amendment of the Order shall be binding unless agreed to in writing and signed by Buyer. No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Order by Buyer shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise of any additional right, remedy, or privilege. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.