

Standard Terms and Conditions Purchase Order of TEST-FUCHS Corp.

These terms and conditions (these "Terms") govern the purchase of goods ("Product or Products") and services ("Service or Services") by TEST-FUCHS Corporation ("TFUS") and its affiliates ("Buyer"). These Terms are an integral and essential part of the Purchase Order into which they are incorporated. These Terms take precedence over any conflicting or inconsistent terms and conditions ("Conflicting Terms") of seller/service provider ("Seller") to which notice of objection is hereby given. Neither Buyer's commencement of performance or delivery shall be deemed or construed as acceptance of Seller's any Conflicting Terms. Seller's performance will not change or add to these Terms. Seller's acceptance of the Purchase Order ("Order") for Products and/or Services from Buyer shall be deemed to constitute acceptance of these Terms.

1 ACCEPTANCE OF ORDER

The Order is an offer by the Buyer for the purchase of the Product or Service specified, from the Seller in accordance with and subject to these Terms; together with the terms and conditions on the face of the Order. This Order will be deemed accepted by the Seller upon the first of the following to occur: (a) Seller making, signing, or delivering to Buyer any letter, form, or other writing or communication acknowledging acceptance or otherwise indicating that Seller will perform in respect of the Order; or (b) any commencement of performance by Seller under the Order. This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, unless a separate overriding written contract has been entered into and signed by the parties. The Order expressly limits Seller's acceptance to the terms of the Order. These Terms expressly exclude any of Seller's terms and conditions of sale or any other document issued by Seller in connection with this Order.

2 DELIVERY

Seller shall deliver the Products and/or perform the Services at the delivery point (the "Delivery Location"), and on the date(s) specified in this Order (the "Delivery Date"). If no delivery date is specified, Seller shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. If Seller fails to deliver the Product or Services in full, on the Delivery Date, Buyer may terminate the Order immediately and Seller shall indemnify Buyer against any losses, damages, and reasonable costs and expenses attributable to Seller's failure to deliver.

3 TAXES

Unless specified otherwise on the face of the Order, the prices are inclusive of, and Seller shall be solely responsible for and pay, all federal, state, and local taxes, including, but not limited to, value added tax, Products and services tax, sales, use or consumption tax. Applicable sales or use tax may be added by Seller unless Buyer has provided a valid tax exemption on the face of the Order by the Buyer.

4 PRICE AND PAYMENT

The price ("Price") of the Product or Services is the price stated on the face of this Order. Seller shall invoice Buyer for the Order within thirty (30) days of delivery. Unless otherwise stated in the Order, Buyer shall pay all properly invoiced amounts due to Seller within sixty (60) days after receipt of such invoice, except for any amounts disputed by Buyer. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.

Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owing to it by Seller against any amount payable by Buyer to Seller. Payment of an invoice is not evidence or admission that the Product or Services meet the requirements of the Order.

5 TITLE AND RISK OF LOSS

Unless otherwise specified in the Order, risk of loss of the Product remains with Seller and title will not pass to Buyer until the Products are delivered to by Buyer at the Delivery Location. Upon any seasonable objection by Buyer or revocation of acceptance of the Products, title and risk of loss shall return immediately to Seller.

6 FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party ("Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, terrorist acts, riots, strike, or embargoes. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Order. If a Force Majeure Event prevents Seller from performance for a continuous period of more than fifteen (15) business days, Buyer may terminate this Order immediately by giving written notice to Seller.

7 CANCELLATION

Buyer may cancel this Order, in whole or in part, for any reason upon thirty (30) days' prior written notice to Seller; provided that Buyer may not cancel the order with regard to any Products or Services which have been delivered, are in transit or as to which Seller can demonstrate that have been manufactured, processed or to which Seller has devoted material time and effort, and in each case, cannot be completed and otherwise sold or provided upon terms and conditions reasonably comparable to the Order ("In Process Items"). In addition to any remedies provided herein, Buyer may cancel this Order with immediate effect, either before or after acceptance of Products or Services, if Seller has breached any of the Terms herein. If the Seller becomes insolvent, commences or has commenced by it or against it bankruptcy proceedings, receivership, reorganization or assignment for the benefit of creditors, then the Buyer may cancel this Order. If Buyer cancels the Order for any reason, Buyer will (i) make payment in full for the Products or Services received and accepted by Buyer prior to the cancellation and (ii) in Buyer's sole discretion either (a) pay reasonable compensation to Seller for its actual costs incurred with regard to In Process Items or (b) request Seller to complete only the In Process Items in strict accordance with the Order. The foregoing shall be Seller's sole and exclusive remedy upon any cancellation of the Order.

8 WARRANTY

Seller warrants to Buyer that for a period of eighteen (18) months from the Delivery Date, all Products, Services or Products furnished in connection with Services will: (a) be new and free from any defects in workmanship, material and design; (b) conform to applicable specifications and comply with applicable laws at the place of manufacture or performance and at the Delivery Location; (c) be free and clear of all liens, security interests or other encumbrances; and (d) not infringe or misappropriate any third party's intellectual property rights. Further if Buyer has indicated in writing to Seller that Buyer is relying on or has accepted Seller's specifications or recommendation as to specific uses of the Products or Services, then Seller shall be deemed to have warranted that such specific Products or Services shall be fit for their intended purpose and operate as intended. These warranties survive any delivery, inspection, acceptance or payment. These warranties are cumulative and in addition to any other warranty provided by law or equity.

Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance. If Buyer gives Seller notice of noncompliance, Seller shall, at its own cost and expense, refund all amounts paid by Buyer in respect thereof or promptly replace, or if acceptable to Buyer, or repair the nonconforming Products or Services. BUYER ACKNOWLEDGES THAT THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES OFFERED BY SELLER AND ALL OTHER WARRANTIES ARE EXCLUDED.

9 SERVICES

Any Seller that may perform Services represents itself as qualified and able to perform. Seller shall perform Services pursuant to the industry standard of care. Buyer will furnish materials, equipment and machinery only if and to the extent set forth in the Order. Seller will report immediately to Buyer any event or circumstance which Seller knows or reasonably suspects is, or results from, a violation of Buyer's policies or law set forth herein. Seller will, at its sole cost and expense, repair or replace any real or personal property belonging to Buyer that Seller, its employees or agents may damage, destroy or remove while performing or result from performing this Order.

10 COMPLIANCE WITH LAW

Seller warrants and represents to Buyer that it is in compliance with and shall remain in compliance during performance of this Order and ensure that its employees, agents, contractors and subcontractors ("Personnel") comply with Buyer's Supplier Code of Conduct, available on Buyer's website, and all applicable laws, regulations and ordinances, including, without limitation, the U.S. Export Administration Regulations, U.S. Foreign Assets Control Regulations, International Traffic in Arms Regulations, Occupational Safety and Health Act, Toxic Substances Control Act, and Foreign Corrupt Practices Act. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits required by law to carry out its obligations under the Order. Seller shall comply with all export and import laws of all countries involved in the sale of Products under this Order. Seller assumes all responsibility for shipments of Products requiring any government import clearance. If Seller fails to comply with the laws, orders, rules, ordinances and regulations and as a result Buyer is fined, Seller agrees to pay the fine and costs incident thereto or reimburse Buyer for payment. To the extent that Seller's Personnel are required to enter onto Buyer's site or property, Seller shall ensure that Personnel comply with Buyer's health, safety and environmental policies and standards.

11 EXPORT MANAGEMENT COMPLIANCE FOR PROVIDING GOODS, MATERIALS, INFORMATION, COMPONENTS, OR SERVICES (RESTRICTED ITEMS) FOR USE BY BUYER

Buyer fully complies with all U.S. export control laws and regulations ("US Export Controls"), including without limitation the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the foreign asset control and specially designated nationals regulations administered by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury. All products, technical data, software or technology to be exchanged between Buyer and Seller must be handled in compliance with US Export Controls.

As a term of any Order, Buyer requires Seller to use reasonable efforts to cooperate with and assist Buyer in the correct identification and classification of items provided by Seller, which may be subject to US Export Controls. If Seller does not, or refuses to make reasonable efforts to assist Buyer and/or its related companies, as the case may be, to correctly identify or classify items which are being supplied to Buyer which are subject to US Export Controls, then Seller hereby indemnifies and holds harmless Buyer from any violation and/or penalties incurred by Buyer and/or its related companies which result or arise from inaccurate classification of Items during the process of exporting the Items from the U.S. and/or during the import process at the country of destination.

The items, goods, technology and services covered hereunder ("restricted Items") do not refer only to physical products and tangible items but also includes technical data, software, technology, knowhow or other intangibles and services which are subject to the US Export Controls.

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.