

PURCHASE ORDER TERMS AND CONDITIONS

1. GENERAL

- A. This Purchase Order ("Order"), together with the agreements, specifications and other documents noted herein or attached hereto, if any ("Additional Documents") and including these Purchase Order Terms and Conditions, constitutes the **COMPLETE AND FINAL AGREEMENT** of Celina Aluminum Precision Technology Inc., (Buyer) and the vendor or seller to whom this Order is addressed ("Seller") and may not be added to, modified, superseded or altered except by written agreement or modification signed by Buyer's authorized representative, notwithstanding any additional or other proposals or terms and conditions which may now or in the future appear on Seller's invoices, quotations, acknowledgment or other forms (notification of objection thereto being given hereby), and notwithstanding any acceptance of shipments, payments or other similar acts of Buyer.
- B. Prompt acceptance of this Order by signing and returning the acknowledgment copy hereof is requested but, in any event, any shipment, delivery or other tender of performance of Seller shall be taken as Seller's assent to and acceptance of these Terms and Conditions.
- C. The Additional Documents are intended to be incorporated herein by and as supplemental to this Order.

2. PERFORMANCE

- A. Buyer shall have the right at any time to change this Order as to specifications, delivery, packaging or means of shipments. Seller's receipt of Buyer's notice of change without response received by Buyer within ten days of shipment or other performance reflecting the change, whichever occurs first, shall be Seller's acceptance of the change without any price or other adjustment to this Order. Seller shall make no change in the goods or any material, services or labor covered hereby (all, whether or not physical property or goods, the "Goods"), whether by change in or departure from specifications, by change in design, manufacture, process, machinery, dies and molds, standard or method, or by change in material or composition, whether any such change is at the initiative of Seller or its supplier, without Buyer's prior written consent.
- B. Time and quantity are the essence of this Order. Unless otherwise specified, delivery times specified are the times of delivery of the Goods at Buyer's designated place of delivery or destination.
- C. Seller will pack, mail, label and ship all Goods in an appropriate and suitable manner selected by Seller which will ensure the lowest transportation cost for which Buyer is responsible, if any, in the absence of specific instructions contained herein. Buyer's count of the Goods will be final as to all shipments not accompanied by packing list. Seller will inform Buyer immediately of any occurrence which will or is expected to result in any delivery at any time or in any quantity not specified in this Order and also of corrective measures which Seller has taken to minimize the effect of such occurrence.
- C. Seller may not assign this Order or payment of any sums due hereunder.

- D. Seller will maintain appropriate public liability, including product liability, insurance and also workers' compensation insurance covering all employees and will provide certification of such insurance as may be requested by Buyer (Buyer's failure to make such request shall not be a waiver of this requirement.)
- E. To the extent that, in connection with the Goods or otherwise, Seller's employees, associates, consultants, agents or other representatives ("Seller's Agents") are on or present at any premises of Buyer, Seller shall be and is responsible for the acts and omissions of Seller's Agents within or about Buyer's premises and agrees to indemnify and hold Buyer harmless from liability for any claims or damages to property or injuries or death to persons arising out of acts or omissions of Seller's Agents in performance hereunder or other actions at Buyer's premises, including without limitation (1) the failure of any of Seller's Agents to comply with all applicable rules and regulations (Buyer's and otherwise) governing security, maintenance and safety at or about Buyer's premises, (2) any claim against Buyer by or on behalf of any of Seller's Agents for injury or otherwise, or (3) any claim against Buyer resulting from Seller's failure to maintain workers' compensation or other public or private insurance with respect to any of Seller's Agents. In furtherance of the foregoing, Seller hereby expressly waives any and all statutory and/or constitutional immunity to which, but for this waiver, it might be entitled (1) as an employer in compliance with the State of Ohio's workers' compensation laws or (2) under any other employee benefit statutes or similar laws of any jurisdiction.
- F. In the event that any claims, demands or lawsuits are made or brought against Buyer relating to the Goods or to Seller's performance hereunder or to the trade names, trademarks, copyrights or patents and/or are based upon unfair competition by reason of sale or use of Seller's Goods by Buyer, Seller shall hold Buyer free and harmless, defend all actions against Buyer, pay all cost of any lawsuit, including any attorneys' fees, and indemnify and hold harmless Buyer for any costs incurred by Buyer in connection therewith.

3. SELLER'S WARRANTIES

- A. Seller warrants that the Goods, including material and work, furnished hereunder shall be of the highest grade and quality unless otherwise specified by Buyer in writing; shall not be less than merchantable and fit for the particular purpose(s) known by or disclosed to Seller as applicable thereto; shall meet specifications, drawings, or standards agreed upon or samples submitted or approved by Buyer; and shall conform to the Additional Documents.
- B. Seller warrants that the Goods will comply with all applicable federal, state, and local laws, regulations and orders and will be in compliance with all standards and agreements incorporated and made a part of this Order. Payment by Buyer shall not constitute an acceptance of Goods or a waiver of any rights of Buyer hereunder.
- C. In the event that any Goods are in compliance with any federal, state or local law, regulation or order or not in compliance with any agreement or standard incorporated herein, now existing or hereafter enacted or amended, or are otherwise defective hereunder, Buyer may (without limitation or exclusion of any

other right of Buyer) return the defective Goods to Seller, who will refund and return to Buyer its cost plus freight to Buyer's warehouse or facility and freight for return to Seller or (at Buyer's option) repair or correct or replace the defective Goods at Seller's cost and expense.

- D. Seller warrants that no form of forced labor was involved in the production or manufacture in whole or in part of any merchandise sold to Buyer. Seller acknowledges that forced labor consists of any form of nonvolitional labor, including indentured, prison, conscripted, slave or child labor. Seller also agrees that forced labor exists where any of the indicators set forth by the International Labor Organization on its website (www.ilo.org) are present. Seller agrees to indemnify Buyer should any shipments be detained, seized or excluded as a result of a determination that forced labor exists anywhere in Seller's direct or indirect supply chain.

4. PRICE, TAXES, TRANSPORTATION, PAYMENT

- A. All prices shall be F.O.B. place of delivery (destination), unless otherwise specified herein; inclusive of applicable taxes, excises, duties, quotation fees or any other governmental impositions on or related to the production, sale or transportation of the Goods, except as only otherwise specified herein; in compliance with any ceiling or other limitation of price established by any governmental authority; and subject to increase only with prior written consent of Buyer.

Buyer and Seller will cooperate upon request in obtaining and furnishing such certificates or other evidence of inapplicability of or exemption from any sales, excise or other taxes to which either of the parties may be entitled.

- B. Unless otherwise specified herein, the price of the Goods shall be payable on or before the 25th day of the calendar month following the month of Buyer's acceptance of the Goods for which payment is to be made. Notwithstanding the foregoing, to the extent Buyer chooses or is forced to expend amounts due to any breach by Seller of the terms of this Order, Buyer may offset such amounts from the price of the Goods.

5. FORCE MAJEURE

Either Buyer or Seller may suspend performance during the occurrence of an excusable delay, which shall mean and include any delay not occasioned by the fault or negligence of the delayed party and which results from the acts of God or public enemy, restrictions, prohibitions, priorities or allocations imposed by governmental authority, embargoes, floods, fires, typhoons, earthquakes, epidemics, unusually severe weather, delays of similar nature or governmental causes, and strikes or labor disputes (of or involving the delayed party's employees only). Excusable delays do not include lockout, shortage of labor, lack or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. Nothing contained in this paragraph shall limit Buyer's rights hereunder in any way, except that, in the event of Seller's excusable delay, Seller shall not be liable for Buyer's incidental or consequential damages resulting from that delay.

6. BUYER'S PROPERTY, PATENTS, TRADE SECRETS, KNOW-HOW

Unless otherwise specified in a separate written agreement between Buyer and Seller, all tools, equipment, dies and jigs, drawings, specifications and other material of every description furnished to Seller or paid for by Buyer shall be and remain the sole property of Buyer, shall be plainly marked and/or otherwise clearly identified by Seller as "Property of Celina Aluminum Precision Technology Inc.", shall be stored separate and apart from Seller's property, shall be treated as confidential and used so as to prevent disclosure inconsistent herewith, shall not be used except pursuant to this Order, shall be subject to Buyer's

inspection at any time during business hours and immediate possession on demand (and Seller specifically waives, as consideration for this Order, any lien or other possessory right with respect thereto) and, in any event, shall be returned to Buyer simultaneously with final

shipment or termination under this Order. In furtherance of the foregoing, Seller will cooperate with Buyer in executing and/or filing any document which Buyer deems necessary or appropriate to protect Buyer's interests in any of Buyer's property.

7. ADVERTISING

Without Buyer's prior written consent, Seller shall not advertise or publish in any manner that Seller has contracted with, or has furnished Goods to, Buyer.

8. TERMINATION

- A. Buyer may at any time terminate this Order in whole or in part by written notice, whereupon Seller shall terminate work pursuant to the terms of such notice and without any further liability of Buyer or Seller.
- B. If Goods ordered hereunder are made specifically for Buyer and cannot be sold to other purchasers, upon termination by Buyer, Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller will comply with Buyer's instructions regarding disposition of such work and material. All claims by Seller based on such termination must be asserted, in writing and in full, within 60 days from the date of notification of the termination, for the amount of the order price of finished work and the cost to Seller, excluding profit or losses, of work in process and raw material, less, however (1) the agreed value of any items used or sold by Seller with Buyer's consent and (2) the reasonable value or cost (whichever is higher) of any defective, damaged or destroyed work or material and any items sold or used by Seller without Buyer's consent. Buyer will make no payments for finished work, work in process or raw materials fabricated or procured by Seller unnecessarily in advance or in excess of Buyer's delivery requirements. The payment provided for in this clause shall constitute Buyer's only liability in the event this Order is terminated as provided herein. The foregoing provisions of this section shall not apply to any termination by Buyer for default of Seller or under the following provisions of this section.
- C. To the extent this Order covers items normally carried in inventory by Seller (as distinguished from items specially made to Buyer's specifications), Buyer shall not have liability for any termination of this Order, in whole or in part, prior to actual shipment.

9. INSPECTION AND TEST

- A. Seller will submit to Buyer all production, functional and quality control test reports and other data as may be requested by Buyer from time to time concerning the Goods, in order that Buyer can ensure quality control. Seller grants to Buyer the right to enter Seller's premises during any reasonable business hours to make such inspections and examinations as Buyer may deem appropriate and agrees to fully cooperate with Buyer in effecting such inspections and examinations.
- B. All Goods ordered shall be subject to final inspection and test by Buyer. Such inspection and testing shall be made within a reasonable time after receipt,

irrespective of day of payment, and any items which are not fully satisfactory to Buyer may be rejected by notice to Seller. Said rejected items are to be replaced with applicable items within the fastest reasonable time after notice of rejection or, at the option of Buyer, exercised by written notice, the quantity of Goods may be reduced by the number of rejected items.

10. MISCELLANEOUS

- A. All covenants and agreements contained in this Order by or on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and assigns whether so expressed or not, except that Seller shall have no right to assign its rights hereunder or any interest herein without the prior written consent of Buyer.
- B. No amendment, modification, termination or waiver of any provisions of this Order given pursuant or attendant hereto, and no consent to any departure by either Party therefrom, shall in any event be effective unless the same shall be in writing and signed by both parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Seller in any event, case or occurrence, shall of itself entitle Seller to any other or further notice or demand in any similar or other circumstances.
- C. The titles of the various sections of this Order are solely for convenience and are not part of the Order for purposes of interpreting the provisions hereof.
- D. Terms employed in this Order, unless otherwise defined, shall be deemed to have the meanings set forth in the Revised Code of Ohio, specifically the Uniform Commercial Code as enacted therein.
- E. Unless otherwise specified, the terms "herein", "hereunder", "hereto", "herewith", and words of similar import refer to this entire Order including the Additional Documents; the singular includes the plural, and conversely.
- F. This Order and any other document or instrument delivered or to be delivered hereunder are being executed and delivered in and are intended to be performed under the laws of the State of Ohio. If any provision hereof is or becomes invalid or unenforceable under any law of mandatory application, it is the intent of the parties hereto that such provision will be deemed severed and omitted herefrom, the remaining portions hereof to remain in full force and effect as written.