

NIFAST PURCHASE ORDER TERMS AND CONDITIONS

This order shall be subject to the following terms and conditions:

("Purchaser" or "Nifast Corporation" (Nifast) shall mean Nifast Corporation, its divisions, subsidiaries and affiliates.)

("Goods" shall mean all goods, including tooling, parts and services purchased pursuant to this Purchase Order.)

Advance shipment notice may be required by the Purchaser covering shipments as soon as the Goods have been shipped, providing Purchase Order number, kind of goods, part number, shipper's name, carrier, and routing. A master packing slip and bill of lading must accompany each shipment and shall be included in or on one of the packages which shall be marked, "Packing Slip Inside." The packing slip must state the Nifast purchase order number, part number, description and quantity shipped for the shipment.

1. **ACKNOWLEDGEMENT.** All purchase orders, whether originals or changed orders, shall be acknowledged within 5 business days via fax or email.
2. **ALTERATION OF TERMS.** None of the terms and conditions contained in this Purchase Order may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of Purchaser and delivered by Purchaser to Supplier; each shipment received by Purchaser from Supplier shall be deemed to be only upon the terms and conditions contained in this Purchase Order, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form from Supplier and notwithstanding Purchaser's act of accepting or paying for any shipment or similar act of Purchaser.
3. **ACCEPTANCE.** This Purchase Order is an offer to enter into a purchase and supply agreement described herein (the "Agreement") pursuant to the conditions and terms and at the prices stated herein and is the complete statement of such Agreement. Supplier shall be deemed to have accepted this offer unless it objects in writing within five (5) business days after receipt of this offer. Purchaser specifically objects to any modifications proposed by Supplier, and any such proposed modifications are not part of the Agreement. This condition supersedes all related Supplier Terms and Conditions.
4. **PRICE.** If the price is not stated in the Agreement, it is agreed that the Goods shall be billed at the price last quoted. This Agreement must not be filled at a higher price than last quoted, or as indicated herein without Purchaser's prior written consent. Acceptance of Supplier's quotation shall be based on the Supplier meeting all of Nifast's quality, delivery and cost requirements. Acceptance of Supplier's quotation may be revoked for failure to meet Nifast's quality, delivery and cost requirements. Upon Supplier acceptance of the purchase order, there shall be no revisions to the price that exceed the previous quote or contract price.
5. **CHANGES.** Purchaser may change the design of the Goods at any time by written order issued by the Purchaser and, in the case of tooling, the Engineering Manager, including changes to the drawings, materials and specifications of the Goods and of the parts produced thereby. If any such change affects cost or timing of the delivery of the Goods, purchaser will adjust equitably the purchase price or delivery schedules as appropriate. Seller shall not make any change in the design of the parts produced without the prior Express Written Consent of Purchaser.
6. **STATUS REPORTS.** For new product launches, Supplier shall furnish to Purchaser semimonthly (or more frequently at Buyer's option) status reports (ie. Gantt chart) on the status of tooling completion, production schedule (including all secondary operations) and PPAP submission timing. Each status report shall identify the Goods, identify the subcontractors working on the Goods, and designate the percentage of completion of the work. Supplier shall furnish to Purchaser a schedule of the actions that Seller will take to achieve completion on the scheduled completion date if Supplier believes that it might not complete the Goods on the specified completion date for any reason.
7. **MAINTENANCE, REPAIR AND REPLACEMENT.** Supplier at its expense shall maintain all tooling related to the production of the Goods in first class condition and, if necessary, shall repair or replace tooling that falls short of its projected useful life. All repaired or replaced Goods shall be the property of Purchaser and shall be handled in accordance with this Agreement. Upon request, Supplier shall perform additional maintenance, repair, or replacement at Supplier's expense when necessary to produce parts that comply with Purchaser's specifications.
8. **TERMINATION AT OPTION OF PURCHASER.** (a) Purchaser may terminate its purchase obligations in whole or in part, at any time, for any reason or for no reason by a written notice of termination to Supplier. (b) Upon such termination Purchaser's obligation to Supplier shall be: (i) the purchase order price for finished work and completed services that conform to the requirements of issued purchase orders and (ii) Supplier's actual costs of transporting Purchaser's property that is in Supplier's possession. Purchaser's obligations upon termination shall not exceed those Purchaser would have had to Supplier in the absence of termination. (c) Supplier shall furnish to Purchaser, within 10 business days after the date of termination, Supplier's termination claim, which shall consist exclusively of the items of Purchaser's obligation to Supplier under the preceding subsection. Purchaser may audit Supplier's records, before or subsequent to payment to verify Supplier's termination claim. (d) Purchaser shall have no obligation to Supplier if Purchaser terminates its purchase obligations because of default by Supplier.
9. **QUOTATION REQUIREMENTS.** Prices shall be quoted for a period of not less than one year and may be requested each year to become effective at the beginning of Purchaser's fiscal year with the following exceptions: (1) Purchaser issues a design change; (2) Purchaser's customer requires a volume change; (3) Purchaser requests a cost reduction, and (4) a separate written agreement is developed between purchaser and the supplier. Any change in pricing must be clearly supported by factual evidence supporting the increase. Absence of such evidence can result in refusal by the Purchaser of the requested revision in price.
10. **QUALITY REQUIREMENT.** Supplier agrees to meet Purchaser's quality requirements of 100% Good Quality (0 PPM). ("Good Quality" shall mean that the goods meet any/all specifications on the Purchaser's applicable drawings, Engineering standards, Statutory/Regulatory requirements and any specifications printed on the Purchase Order.) Failure to meet these requirements may result in liability to Supplier for any incidental damages, consequential damages or other damages, including lost profits or penalties assessed by Purchaser's customer. This provision in no way limits or restricts Purchaser's ability to recover any other amounts from Supplier and is in addition to any of Purchaser's other rights or remedies.
11. **QUANTITY.** The specific quantity ordered must be delivered in full and not be changed without Purchaser's prior Express Written Consent. Any shipment of an unauthorized quantity is subject to Purchaser's rejection and return to the Supplier at Supplier's expense.
12. **WARRANTY.** Supplier expressly represents and warrants that all Goods covered by this Agreement or other description or specification furnished by Purchaser will be in exact accordance with the Purchase Order and applicable drawing, Engineering standard, Statutory/Regulatory requirements or as otherwise provided, free from defects in material, manufacture and/or workmanship, and merchantable. Such warranty shall survive delivery and shall not be deemed waived either by reason of Purchaser's acceptance of said Goods, materials or articles or by payment for them. Any deviations, exceptions or alterations from the provisions of the Purchase Order and applicable drawing, or as otherwise provided, must be approved in writing by Purchaser.

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13. **SUPPLIER AUDITS, PERFORMANCE RATING AND CORRECTIVE ACTION REPORT (CAR) SYSTEM.** Supplier consents to and shall be audited by the Purchaser in accordance to the current regulatory and international standards as appropriate. Supplier is subject to Purchaser's Supplier Performance Rating System based on quality performance, delivery performance and responsiveness to (corrective actions, PPAP, etc.). If the Supplier experiences non-conformance for any of these three categories, the Supplier may be issued a Corrective Action Report and shall agree to respond to the reject report within 24 hours of the notification for containment and within 7 days for process validation, unless otherwise specified by the Purchaser's SQE.
14. **ON TIME DELIVERY REQUIREMENTS.** Supplier agrees to 100% on-time delivery performance. Supplier acknowledges that Purchaser has provided appropriate planning information and purchase commitments enabling Supplier to meet 100% on-time performance. Supplier acknowledges that any failure by it to meet 100% on-time delivery performance may result in economic loss to Purchaser. Supplier acknowledges that breach of this Agreement by failing to meet 100% on-time delivery is a material breach of this Agreement and Supplier agrees to pay Purchaser an amount equal to all of Purchaser's direct and/or indirect damages, incidental and consequential damages, lost profits, penalties incurred by Purchaser and any other charge or penalty incurred by Purchaser as a result of any failure by Supplier to meet 100% on-time delivery. Upon demand for payment of amounts under this paragraph by Purchaser, Supplier shall pay all such amounts or acknowledge that the Purchaser will deduct such amounts from pending payments. Any time the supplier will not meet the required delivery date for any reason, the Supplier must notify the Purchaser in writing, via email or fax of the delay. Any expedite shipping cost resulting from any delay will be for the account of the Supplier.
15. **PROCESS PERFORMANCE REQUIREMENTS.** Upon request of Purchaser, Supplier agrees to furnish Material Certifications for each part supplied. SPC Data shall be furnished upon written request by the Purchaser. Unless agreed otherwise with Express Written Consent, the process capability requirements for special characteristics as indicated by Purchaser shall maintain a minimum PP/PPK of 1.67 for Preliminary Production and a minimum of CP/CPK of 1.33 for Mass Production.
16. **NIFAST CORPORATION PROPERTY.** If charged by the supplier, Purchaser assumes ownership of all tools, die, molds, jigs, fixtures, and equipment upon PPAP approval by Purchaser's Quality Department. Unless otherwise provided in this Purchase Order or any other agreement between Purchaser and the Supplier, any/all tools, dies, molds, jigs, fixtures, and equipment owned by Purchaser shall remain the property of Purchaser. Any of the stated tooling and equipment that remains at the Supplier's facility shall be properly tagged and identified as "PROPERTY OF NIFAST CORPORATION" or in accordance to the requirements of the Nifast Corporation customer that owns the tooling. The Supplier agrees to properly maintain, repair, or if necessary replace any Purchaser owned tools, dies, molds, jigs, fixtures or equipment for the life of the part including Service Parts. Supplier shall bear the risk of loss or damage thereto including normal wear and tear to any tooling. Purchaser's property shall not be moved from the Supplier's premises without Purchaser's prior written consent. Supplier shall upon Purchaser's request immediately deliver such property packed and marked in accordance with the requirement of the carrier selected by Purchaser to transport such property to Nifast Corporation. Purchaser shall have the right to enter onto Supplier's premises to inspect such property and Supplier's records with respect thereto or to take possession of and remove such property. Supplier shall use such property only in connection with this Purchase Order and shall not use such property in any manner for the benefit of any other customer or third party without prior written consent from Purchaser.
17. **PACKING, CARTAGE AND BOXING.** No charge for packing, cartage, or boxing will be allowed without Purchaser's prior Express Written Consent ("Express Written Consent" shall mean the written consent of Purchaser's Management). All Goods will be properly packaged in accordance with the Uniform Freight Classification or National Motor Carrier Classification. The Supplier shall specify on the quotation the minimum order quantity and the multiple order quantity. Unless agreed otherwise with Express Written Consent, all shipments must meet the following packing requirements: (1) the maximum box weight shall not exceed 30 lbs.; (2) A maximum of 45 cartons are to loaded on a skid (3) skids are to be constructed as follows: 2 way pallets with a minimum 3 boards on the bottom of the skid; (4) the maximum gross weight per skid shall not exceed 2,000 lbs.; (5) each box or container shall bear a Bar Code Label. The Bar Code Label must meet the AIAG Standard and reference Nifast part number, part description, purchase order number, quantity shipped, and manufacturers lot number (6) each packing slip, bill of lading, and invoice shall identify Nifast's part number, purchase order number and quantity shipped. Purchaser shall not be responsible for any drayage, blocking and packaging and no reels, drums or packages shall be returned to Supplier, except as set out on the purchase orders and conditions.
18. **PAYMENT TERMS.** Purchaser shall pay net 60 days from the date of receipt of Supplier's Invoice unless agreed otherwise with Express Written Consent. The supplier agrees to include with each shipment a Packing Slip, Bill of Lading, which must reference purchaser's part number, purchase order number, and quantity shipped. Tooling charges, if applicable, will not be paid until 100% PPAP final approval is granted by Purchaser's Quality Department.
19. **TAXES.** Unless otherwise stated, the prices do not include sales, use, excise, and similar taxes applicable to the Goods or the materials used in the manufacture thereof. When applicable, all such taxes and charges shall be shown separately on Supplier's invoice.
20. **INSPECTION OF SUPPLIER'S FACILITY.** Supplier agrees that with proper and agreed upon notice the Purchaser and Purchaser's customer shall have the right to visit the Supplier's facility to inspect the facility, operations, Goods and any property owned by the Purchaser, including any records relating to the Purchaser or the Goods.
21. **DELIVERY.** Deliveries must be made to Purchaser's receiving department, not to individuals or other departments. All deliveries at Purchaser's receiving department shall be made during normal business hours.
22. **SAFETY STOCK.** Supplier shall maintain a minimum inventory level of 20% over Purchaser's average monthly mass production volumes for safety stock unless otherwise specified in a written agreement signed by the Purchaser and the Supplier.
23. **FREIGHT.** Unless otherwise agreed, all Goods are to be shipped FOB Supplier, freight collect.
24. **SHIPMENT.** If the Goods are not shipped in accordance with Purchaser's routing instructions and the instructions set out in this Purchase Order, Supplier shall pay to Purchaser any excess cost incurred by way of Purchaser's deduction of the additional cost from pending invoices.
25. **INSPECTION.** All Goods shall be received subject to Purchaser's right to inspection and rejection. Payment for Goods prior to inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that Purchaser may have against Supplier regardless of how much time passes between delivery of the Goods and inspection by the Purchaser.
26. **DEFECTIVE GOODS.** If any of the Goods fail in any respect to meet the warranties contained in Paragraphs 9,10 and 11, or any warranties implied by law, Purchaser shall be entitled to recover direct, incidental and consequential damages from Supplier and shall be entitled to cancel this Agreement in part or in its entirety. Supplier, upon notice from Purchaser, shall promptly correct or replace any Goods that fail in any respect to meet the warranties contained in Paragraphs 9, 10 and 11, or any warranties implied by law at Supplier's expense. After notice to Supplier of Purchaser's rejection of the Goods or of Purchaser's revocation of the acceptance of the Goods, said Goods will be held by Purchaser at Supplier's risk and title to the Goods will remain that of the Supplier. Purchaser reserves the right to, and at Supplier's direction shall, return such Goods to Supplier at Supplier cost. Supplier shall save, indemnify and hold Purchaser harmless for any and all expenses, cost, claims and liabilities of any nature or kind, whatsoever, incurred in returning the Goods to Supplier. Any payment for such returned Goods shall be refunded by Supplier immediately.

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27. **DELAYS.** If Supplier shall fail or refuse to proceed with this Purchase Order after it has accepted the order, or if Supplier shall fail to make delivery, time being of the essence in this Agreement, after Supplier has accepted the order, Purchaser reserves the right to cancel all or any part of this Agreement or to seek incidental and/or consequential damages, including lost profits unless the delay is an Excusable Delay ("Excusable Delay" as used in this paragraph means any delay in making or accepting deliveries which result without fault or negligence on the part of the parties involved and which is due to causes beyond its control including, without being limited to, acts of God or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of Government, acts of the other party hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a Supplier due to such causes). An Excusable Delay shall not constitute a default hereunder. Each party shall immediately notify the other of any such delay or anticipated Excusable Delay and the cause thereof.
28. **TITLE AND RISK OF LOSS.** The title and risk of loss or damage to the Goods shall be borne by Purchaser upon loading the Goods on the Nifast designated carrier in a condition suitable for the safe transit from Supplier to Purchaser.
29. **ASSIGNMENT.** Supplier shall not assign or transfer this Agreement or any interest therein or monies payable thereunder without the prior Express Written Consent of Purchaser, and any assignment made without such consent shall be null and void. Purchaser may assign this Agreement and its interest therein to its parent corporation or any affiliated corporation, or to any corporation succeeding to Purchaser's business without the consent of Supplier.
30. **SUBCONTRACTING.** Supplier may subcontract part or all of the manufacture or supply of Goods or services hereunder only upon receiving Purchaser's prior approval to do so. Supplier shall continue to be exclusively responsible to Purchaser for all obligations of the Supplier under this Agreement. Supplier shall save, indemnify, and hold Purchaser harmless from any and all claims, losses, expenses, and/or liabilities of any nature or kind, whatsoever, arising out of or existing because of the subcontracting involved herein.
31. **PATENTS.** Supplier shall save, indemnify and hold harmless Purchaser, and Purchaser's customers, from any and all losses, claims, expenses and/or liabilities of any nature or kind, whatsoever, arising out of or existing because of the infringement or alleged infringement of any patent for or on account of the manufacture, sale or use of any Goods furnished hereunder, except in the case where compliance by Supplier with specifications prescribed by and originating with Purchaser constitutes the sole basis of the infringement or alleged infringement. Purchaser shall notify Supplier in writing of any suit filed against it, or its customers, on account of any such infringement or alleged infringement and at Supplier's request shall give Supplier control of the defenses of such suit, insofar as Purchaser has the authority to do so and information and assistance for the same, all at Supplier's expense. Purchaser and the party against whom suit is brought may be represented by their own counsel in any such suit.
- A. All drawings, specifications, and other technical data or information furnished by Purchaser hereunder shall remain the property of Purchaser and shall not be disclosed to another or used for manufacturing purposes other than this Agreement, and Supplier agrees to take all necessary and reasonable steps to protect this information. In the event this Agreement involves payment for research and development work, Supplier agrees to and hereby does grant Purchaser, its successors and assigns an exclusive, irrevocable and royalty-free license under any inventions, improvement or discoveries, conceived or first actually reduced to practice in connection with such research and development work.
- B. Except as otherwise provided in this Agreement, or as may be required by Purchaser's ultimate OEM customer, all drawings, specifications, technical data or information furnished by Supplier hereunder shall remain the property of Supplier and shall not be disclosed to another or used for manufacturing processes by purchaser. Provided further, however, that anything herein to the contrary notwithstanding, Supplier and Purchaser understand, acknowledge and agree that the provisions of this subparagraph shall not apply to the extent such Supplier information: (i) is now or becomes public through no fault of the Purchaser; (ii) the Purchaser already had the information in its possession from its own work prior to the date of this Agreement; (iii) the Purchaser receives the information from a third party on a non-confidential basis and not derived from Supplier; or (iv) the Purchaser receives permission in writing from Supplier to disclose such information.
32. **INFORMATION.** Supplier agrees that none of the details connected with this Agreement shall be published or disclosed to any third party (except as is necessary for performance of this Agreement) without Purchaser's prior Express Written Consent. Any knowledge of information concerning Suppliers products, methods or manufacturing process which Supplier may disclose to Purchaser incidental to the performance of the work under this Agreement shall be deemed to have been disclosed as a part of the consideration for the Agreement, and Supplier agrees not to assert any claim against Purchaser by reason of Purchaser's use or alleged use thereof.
33. **CONSIGNMENT.** Property, including but not limited to, machinery, equipment, molds, materials, tools, jigs, dies, patterns, drawings, specifications and samples furnished to Supplier by Purchaser on other than a charge basis shall be held by Supplier as upon consignment, and upon the completion of this Agreement shall be returned to Purchaser or otherwise satisfactorily accounted for. Supplier shall bear all risk of loss thereof, and damages, thereto, while such property is in Supplier's possession or control. Property covered by this provision shall be suitably protected, segregated and marked as the property of Purchaser, shall not be moved from Supplier's premises without Purchaser's prior written consent and shall be immediately delivered to Purchaser upon request. Supplier shall use such property only in connection with this Agreement and shall not use such property in any manner whatsoever for the benefit of any other customer or third party without Purchaser's prior Express Written Consent. Supplier, at its expense, shall insure all such property for the replacement value thereof against loss of damage of any kind while such property is in Supplier's possession or control and shall furnish Purchaser a certificate of insurance within ten (10) days of receipt of the property, showing that Supplier carries the necessary insurance coverage, including but not limited to, property damage insurance in an amount equal to the replacement value of the property. The failure by Supplier to furnish Purchaser or the failure by Purchaser to obtain such certificate of insurance shall not constitute a waiver of the replacement of such certificate.
34. **SPECIAL TOOLS.** Unless otherwise agreed, all special tools, including, but not limited to, dies, jigs, patterns, molds, machinery and equipment needed by Supplier for the performance of this Purchase Order shall be obtained by Supplier at its own expense and shall be Supplier's property.
35. **REGULATORY COMPLIANCE.** Supplier shall furnish Purchaser with country of origin information and a Material Safety Data Sheet (MSDS) or Safety Data Sheet (SDS) disclosing all potentially hazardous substances in any product which Supplier sells or offers for sale to Purchaser upon delivery of the Goods or upon Purchaser's request, whichever occurs first. Potentially hazardous substances shall include but shall not be limited to those substances regulated under 29 CFR 1910.1200. Supplier shall save, indemnify and hold Purchaser harmless from any and all claims, losses, and expenses and/or liability of any nature or kind, whatsoever, arising out of or existing because of Supplier's failure to comply with this provision. Supplier shall be prepared to provide material analysis, NAFTA/Country of Origin certificates, and information pertaining to other regulatory requirements upon request.
36. **LIABILITY FOR INJURY OR DAMAGE.** If Supplier performs any work on Purchaser's premises or utilizes Purchaser's property, whether on or off Purchaser's premises, Supplier shall save, indemnify and hold Purchaser harmless from any and all claims, losses, expenses and/or liabilities of any nature or kind, whatsoever, for any and all damages and injuries to persons and/or property, including, but not limited to Purchaser's employees and property that occur in whole or in part as result of the fault or negligence of Supplier, its agents, servants, or employees in connection with the performance of this Agreement. Before commencing

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performance pursuant to the terms of the Agreement, Supplier shall furnish to Purchaser a certificate of insurance showing that Supplier carries the necessary insurance coverage, including but not limited to, public liability, personal injury and property damage insurance and workers compensation insurance in an amount acceptable to Purchaser. All such policies of insurance shall contain appropriate endorsements naming Purchaser as an additional insured, extending coverage thereof to contractual liability expressly assumed by Supplier and requiring the insurer to give Purchaser thirty (30) day prior written notice of any cancellation or substantial change of coverage. The failure by Supplier to furnish Purchaser or the failure by Purchaser to obtain such certificate of insurance shall not constitute a waiver of the requirement for such certificate or as a waiver of Supplier's responsibility to indemnify Purchaser as more fully set out in this paragraph.

37. **NONWAIVER.** Waiver by the Purchaser of a breach of any of the terms or conditions of this Agreement shall not be construed as a waiver of any other breach. The fact that a party may accept or acquiesce in a course of performance under this Agreement does not affect the meaning of this contract even though the accepting or acquiescing party knows the nature of the performance and has an opportunity to object to it.

38. **REMEDIES.** No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.

39. **FAIR LABOR STANDARDS ACT OF 1938.** The Supplier certifies that the Goods covered by this Purchase Order were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Administrative Wage and Hour Division issued under Section 14 thereof.

40. **LABELING LAWS.** All labels must adhere to the Automotive Industry Action Group (AIAG) B-10 Guidelines. Supplier shall label containers of all Goods which are known to constitute a health, poison, fire or explosion hazard in accordance with the labeling laws of the state to which such Goods are shipped

41. **APPLICABLE LAWS.** Supplier, in the performance of this order, shall comply with provisions of the Fair Labor Standards Act of 1938, as amended, and as provided in Section 40 of this Agreement, and any and all other applicable federal, state and local laws, regulations, rules and ordinances, and agrees, upon request, to furnish Purchaser a certificate to such effect in such form as Purchaser may from time to time require. Supplier shall save, indemnify and hold Purchaser harmless from any and all claims, losses, expenses and/or liabilities of any nature or kind, whatsoever, arising out of, or existing because of Supplier's failure to comply with the applicable laws. This Agreement shall be governed by and interpreted in accordance with the laws of the state to where the Supplier is shipping the product.

42. **GRATUITIES.** Purchaser reserves the right to cancel this Agreement if it is found that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Supplier to any officer or employee of Purchaser with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performing of such contract.

43. **REASONABLENESS OF NOTICE.** Ten (10) business days' notice in writing shall constitute reasonable notice for all purposes of this Agreement unless expressly provided otherwise herein. Such notice shall be deemed to have been given when deposited in the United States mail and addressed to the other party at the addresses hereinafter set forth with all first-class postage prepaid therein. In regard to acceptance of purchase orders, please see condition 3.

44. **INDEMNITY.**

A. Supplier agrees to and shall hold harmless the Purchaser and its directors, officers, agents and employees, from any and all loss, claims, damage, liabilities and expense, including legal costs, reasonable attorney's fees, which arise from or are in any way related to the performance of the Suppliers obligations under or in connection with this agreement, and which are for actual or alleged (a) injury to any person, (b) damage to any property, (c) economic loss, (d) violation of any law, ordinance, or regulation, or (e) incidental or consequential damages, including lost profits, except when such expenses are attributable to the gross negligence or willful misconduct of Purchaser, its directors, officers or employees.

B. Purchaser agrees to and shall hold harmless the Supplier and its directors, officers, agents and employees from any and all loss, claims, damage, liabilities and expense, including legal costs, reasonable attorney's fees, which arise from or are related in any way to the performance of the Purchaser's obligations under or in connection with this agreement, and which are for actual or alleged (a) injury to any person, (b) damage to any property, (c) economic loss, (d) violation of any law, ordinance, or regulation, or (e) incidental or consequential damages, including lost profits, except when such expenses are attributable to the gross negligence or willful misconduct of Supplier, its directors, officers or employees.

45. **MODIFICATION.** This Agreement cannot be modified, amended or rescinded or otherwise changed except by writing signed by both parties to the Agreement.

46. **SERVICE PARTS.** As a supplier of goods to Purchaser under the terms stated herein, Supplier agrees, if required by Purchaser, to supply goods to Purchaser, for use as service parts. In the event the Supplier is required to supply such goods to Purchaser, such supply will be covered by a separate purchase order from Purchaser. Supplier agrees to the following conditions with respect to supply service parts to Purchaser: (a) Supplier will supply service parts for the lesser of fifteen (15) years or for so long as substantial demand (as determined by Purchaser) for such parts exists; (b) goods will be supplied at full production assembly level and/or sub-component level, as required by Purchaser; (c) goods will be of equal quality to and meet all specifications for production parts; and (d) pricing shall be equal to the production price level with adjustment made for special packaging and handling, unless agreed otherwise with Express Written Consent.

47. **SEVERABILITY.** The parties hereto agree that terms of this Agreement are severable and that if any clause of this Agreement is held unconscionable or unenforceable, the balance of the Agreement shall remain in full and effective.

48. **CONFIDENTIALITY.** It shall be strictly understood and agreed that this order shall be treated confidentially in every respect, and the Seller shall refrain from any publicity or advertising concerning the sale of articles herein.

49. **ENTIRETY.** The terms and conditions included in this Purchase Order contain the entire understanding agreement, and contract of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in this writing.