

PURCHASE ORDER

TERMS AND CONDITIONS

1. This offer is subject to withdrawal at any time prior to communication of acceptance to Buyer. Upon such acceptance, the terms set forth on this order shall constitute the entire agreement relating to the purchase of the goods and/or services ordered on the face hereof and shipment or delivery of said goods and/or performance of said services by Seller shall be deemed to be acceptance of said terms in their entirety. Seller is hereby notified of Buyer's objection to any terms inconsistent herewith and to any additional terms proposed by Seller in accepting or acknowledging this order and such terms shall not become a part of this order unless accepted in writing by Buyer. Neither Buyer's subsequent lack of objection to any such terms, nor the acceptance of goods and/or services ordered hereby, shall constitute or be deemed an agreement by Buyer to any such terms. Seller may not assign this order without Buyer's written consent.
2. Seller shall suitably pack, mark and ship the goods in accordance with any instructions from Buyer and the requirements of common carriers to secure the lowest transportation costs. Buyer reserves the right to select the common carrier to be used by Seller. Seller shall be liable for any difference in freight charges or damage to the goods by its failure to comply therewith. Seller will send Buyer a Notice of Shipment giving the number of the order, kind and amount of goods, and route at or prior to time of shipment. No charge will be allowed for boxing, packing or cartage unless otherwise agreed in writing.
3. Time is of the essence in this order. Delivery of the goods, in the exact quantities ordered, and/or performance of the services, must be made by the dates specified on Buyer's order except as amended by Buyer. In the event of the Seller's failure to deliver and/or perform when specified, Buyer reserves the right to cancel this order or any part thereof, without prejudice to its other rights and Seller agrees that Buyer may charge Seller with any loss or expense sustained as a result of such failure to deliver and/or perform except for causes beyond the control of Seller and may return all or part of any shipment of goods so made. Acceptance of any partial shipment and/or performance after the scheduled delivery or performance date shall not constitute a waiver of subsequent delivery or performance dates as scheduled.
4. Failure of Buyer to take shipments hereunder, if occasioned by fire, explosion, flood, war, accident, interruption of or delay in transportation, labor trouble or any other circumstance of like or different character beyond Buyer's reasonable control, or if occasioned by partial or complete suspension of operations at any of Buyer's plants, shall not subject Buyer to any liability to Seller. In the event of such failure, Buyer shall have the right, at its option to reduce the quantity of goods or services covered by an order by all or part of the shipments not taken, extend the delivery period by a time equal to that during which shipments have not been taken or require Seller to deliver to another plant designated by Buyer at Seller's sole risk and expense. Buyer may elect more than one of these remedies, and Buyer may elect any other remedy or remedies to which it may be entitled at law or in equity.
5. Payment for goods and/or services shall not constitute an acceptance, but all goods and/or services performed shall be received subject to Buyer's inspection and rejection. Buyer may inspect all goods

(including all tooling and material used in their manufacture) and/or services performed at times and places designated by Buyer, including at Seller's place of manufacture. Seller will perform such inspections as are designated by Buyer and Seller will make inspection systems, procedures and records available to Buyer upon request. Notwithstanding any prior payment, Buyer may reject and return any goods which **(a)** are defective, unsatisfactory, or of inferior quality or workmanship, **(b)** fail to meet the specifications or other requirements of this order, or **(c)** in Buyer's sole opinion, determined in good faith, contain any conflict mineral originating in the Democratic Republic of Congo ("DRC") or an adjoining country if Buyer has not specifically agreed in advance in writing that Seller may furnish goods that contain such conflict mineral, and such furnished goods shall be deemed nonconforming. Such goods shall, unless used by Buyer, remain the property of Seller and may be returned at Seller's risk and expense, and Seller shall reimburse Buyer for all prior payments therefor and/or costs incurred in connection with delivery or return of such goods.

6. Unless this order specifically provides for earlier passage of title, title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and accepts the goods at the point or points of delivery. However, the risk of loss of, or damage to, goods which so fail to conform to the order as to give a right of rejection shall remain with Seller until cure or acceptance.
7. Seller warrants that the goods are free of defects in material and workmanship, will conform strictly to the description and applicable specifications, shall be of good merchantable quality and fit for the purpose for which sold, that the goods are free and clear of all liens and encumbrances, and that Seller has good and merchantable title, and if services are involved, that the services shall be performed in a workmanlike manner. Seller further warrants that information concerning the goods furnished to Buyer or its customer accurately describes their nature and performance. These warranties are in addition to any warranty or service guarantee offered by Seller or implied or provided by law. These warranties shall survive any inspection, delivery, performance, acceptance or payment by Buyer of the goods and/or services. Seller agrees to pay the cost of Buyer's defense, including attorney's fees, and Buyer's losses, including judgments, in any action or suit arising from any defect in the goods and/or performance of the services supplied by Seller.
8. Seller agrees to defend, indemnify and save harmless Buyer and its successors, assigns, customers, agents, representatives, and employees from any and all charges, claims and causes of action by third parties, including, but not limited to successors, assigns, customers, agents, representatives and employees of Seller and of Buyer, based upon or arising out of any damage, losses, expenses, charges, costs, injuries or illness sustained or incurred by any such person or persons as a direct or indirect result of the purchase, use of the goods covered by this order, the performance or non-performance of this order or the services provided for hereunder, or the performance of or failure to perform any work or other activity related to such services or for Seller's breach of its warranties in Sections 7 or 13. Buyer shall promptly notify Seller as to any actual or threatened suit hereunder or under Section 7 and/or Section 13 and Seller shall either **(a)** upon written notice to Buyer within thirty (30) days of Buyer's notice, assume full control of the defense thereof, or **(b)** pay or reimburse Buyer for all of Buyer's actual costs and expenses, including attorney's fees in the defense of such action.
9. Price must not be higher than the immediately preceding invoice unless written notification has been given to Buyer's Purchasing Department and approval obtained at least 48 hours prior to delivery of the goods, or performance of the services. Unless Buyer directs Seller that price shall be as quoted on the shipment date, if price is otherwise omitted on an order, it is agreed that Seller's price will be

the last price quoted to Buyer or the price quoted at the time of order placement, whichever is lower. Seller warrants that the prices for the articles sold to Buyer hereunder are no less favorable than Seller currently extends to any other customer for the same or similar goods or services in similar quantities. If Seller reduces its prices to others during the term of this order for such goods or services during the term of this order, Seller will reduce the prices to Buyer for such goods or services correspondingly. Seller warrants that prices shown on this order are complete, and that no additional charges of any type will be added without Buyer's express written consent.

10. On all invoices the payment term will be calculated from receipt of goods at Buyer's warehouse, or the completion of the services, if services are involved, except, that if the invoice requirements of Section 9 and/or Section 11 are not met, or the inspection permitted in Section 5 is not completed, the date for calculating the payment term shall be postponed until these requirements are met or completed.
11. On goods bought "delivered" or "f.o.b." Buyer's plants, Seller must prepay freight or other carrying charges and supply Buyer with a prepaid bill-of-lading or express receipt. Buyer will withhold payment of Seller's invoice until the date this condition has been fulfilled and reserves the right to take a cash discount from this latter date. The "recourse" clause on the bill-of-lading must not be signed, and any overcharges which may accrue will be for Seller's account.
12. The remedies set forth in this order shall be in addition to any other remedies provided by law or in equity. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach, or of such provisions.
13. Seller warrants and agrees that no goods and/or services furnished hereunder, or the use thereof, infringe any patent, trade-mark, service-mark, copyright or other proprietary right; that it will defend any suit that may arise in respect thereto; and that it will indemnify and save harmless Buyer and its successors, assigns, customers, agents, representatives and employees, and any subsidiary or affiliated company thereof, against any loss, damage, cost or expense, including attorney's fees, which may be incurred by the assertion of any such rights by other persons. This clause shall be considered inapplicable to agreements covering basic raw materials and basic structural material which are unpatented and unpatentable.
14. Specifications and drawings are subject to changes or design modifications ordered by Buyer and shall be promptly incorporated in Seller's production upon notice thereof. Any increase or decrease in unit price or revision of delivery schedules occasioned by such change orders shall be subject to adjustment upon agreement of the parties.
15. No goods supplied to Buyer may have a design change, a manufacturing process change, a material change, or a location of manufacturing change without prior written advance notice to and approval by Buyer.
16. All special dies, molds, jigs, tools, etc. supplied to Seller by Buyer for the manufacture of articles covered by this order or purchased from Seller in connection with this order shall be the property of Buyer. Seller shall keep such property in good order and repair, ordinary wear and tear and damage by fire or other casualty alone excepted, and Seller shall keep such property insured for full replacement cost during the time it is in Seller's possession.

17. Any materials, articles, supplies and equipment furnished to Seller by Buyer on other than a charge basis in connection with this order will be deemed as held by Seller upon consignment, and Seller agrees to pay for such materials, articles, supplies or equipment spoiled by Seller and not otherwise satisfactorily accounted for.
18. Whether this order refers to manufactured goods or to services, Seller warrants and agrees that it has complied, and will comply, with the **(a)** Fair Labor Standards Act as amended, and **(b)** Social Security and Workmen's Compensation Laws as amended, if work is done on Buyer's premises, and **(c)** all other applicable Federal, State and local laws, codes, regulations, rules and orders. Each invoice must bear the following certification: "Materials or work covered by this invoice were produced in conformity with the Fair Labor Standards Act as amended."
19. Seller recognizes that Buyer requires its suppliers of goods and services to be equal opportunity employers and not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, handicapped or veteran status. This order specifically incorporates and makes a part hereof all the provisions of Section 202 and 203 of Executive Order 11246, which among other things, prohibit such discrimination. Seller hereby agrees to file all Compliance Reports required by said Executive Order and, on request, to provide Buyer with copies of Compliance Reports and any other information necessary to comply with said Executive Order.
20. Seller warrants, at its own expense, that any equipment covered by this order shall, after installation, conform to all building code regulations in effect and applicable to the building and location of said building and further warrants that said equipment, after installation, shall conform to all applicable provisions of the Occupational Safety and Health Act of 1970, as amended.
21. Buyer advises Seller that rules of the United States Securities and Exchange Commission may require Buyer to file a report on Form SD ("Form SD") under the Securities Exchange Act of 1934, as amended. The term "adjoining country", "conflict mineral", "conflict minerals from recycled or scrap sources" and "outside the supply chain", and variations of those terms, are used herein as those terms are defined for purposes of Form SD. As of December 17, 2012, the term "conflict mineral" includes columbite-tantalite (coltan), cassiterite, gold, wolframite, or any of their derivatives, which are limited to tantalum, tin, and tungsten, unless the U.S. determines that additional derivatives are financing conflict in the DRC or any adjoining country. Seller hereby represents, warrants, covenants and certifies that none of the goods furnished under this order shall contain any conflict mineral originating in the DRC or any adjoining country, unless **(a)** such conflict mineral is from recycled or scrap sources, **(b)** such conflict mineral was outside the supply chain prior to January 31, 2013, or **(c)** Seller has notified Buyer in advance in writing that the goods may contain a conflict mineral originating in the DRC or an adjoining country and Buyer has specifically agreed in advance in writing that Seller may furnish such goods, or Buyer may condition its agreement on Seller's binding itself to pay all of Buyer's costs associated with compliance with the requirements of Form SD arising out of the fact that such goods may contain any conflict mineral originating in the DRC or any adjoining country. Seller further agrees **(i)** to respond promptly to each inquiry by Buyer from time to time certifying in writing to Buyer whether Seller is complying with this Section, **(ii)** to provide Buyer promptly with such information regarding the source and chain of custody of all conflict minerals that may be contained in goods furnished hereunder as Buyer may request from time to time and to certify in writing as to the accuracy and completeness of such information, **(iii)** to cooperate promptly

as requested by Buyer with Buyer's efforts to comply with the requirements of Form SD, and (iv) without limiting Seller's obligations to comply fully with this Section, to cause its subcontractors and sub-suppliers of every tier to provide Buyer and Seller with the information and cooperation that Seller is required to provide under the foregoing clauses (i), (ii) and (iii). Without limiting the foregoing, Buyer may from time to time request Seller to confirm whether any conflict mineral in a good furnished by Seller comes from a smelter or refiner that is listed in respect of the conflict mineral in question on the EICC Conflict-Free Smelter Program: Compliant Smelter and Refiner Lists at the relevant time, and Seller shall respond to each such request promptly in writing. Should Seller learn or have reason to know of or suspect any development that makes it likely that any goods furnished under this order contain any conflict mineral originating in the DRC or an adjoining country in violation of the foregoing, or that in any other way makes inaccurate or incomplete the representations, warranties and certifications of Seller, then Seller shall immediately advise Buyer in writing of such knowledge or suspicion and all related information known to Seller. If at any time Buyer has a reasonable basis to believe that Seller has taken any action or failed to take any action that in either case may result in Buyer incurring costs associated with compliance with the requirements of Form SD, then Buyer shall have the right, upon written notice to Seller, to conduct an investigation of Seller at Seller's expense to determine to Buyer's reasonable satisfaction whether or not any goods furnished under this order contain or contained any conflict mineral originating in the DRC or an adjoining country and, to the extent Buyer concludes, in its sole opinion determined in good faith, that Form SD requires it to exercise further due diligence on the chain and custody of any such conflict mineral, to conduct such diligence at Seller's expense. Seller shall cooperate fully with each such investigation, the scope, method, nature and duration of which shall be at the sole reasonable discretion of Buyer. Seller acknowledges that Buyer will rely on the accuracy and completeness of information that Seller furnishes to Buyer as the basis for Buyer's decision regarding its compliance with Form SD. If Seller fails to comply with the foregoing terms relating to conflict minerals, Seller shall indemnify and hold Buyer harmless from and against any and all damages, losses, expenses, charges and costs arising from, or relating to, such non-compliance.

22. All carriers are instructed to contact Buyer for a delivery appointment. Buyer's receiving hours are to be placed on all bills of lading along with the appropriate phone number for appointment which appears in the ship to address.
23. Seller shall at all times, and at its expense, carry and maintain "all risk" comprehensive general and products liability insurance coverage in amounts not less than required from time to time by Buyer, and any other coverages, in adequate amounts as required by law. Upon Buyer's request, Seller shall furnish Buyer a Certificate of Insurance or a copy of the policies evidencing compliance with the above requirements. All required insurance shall provide for thirty (30) days prior notice to Buyer of any cancellations and Buyer shall be named as additional insured.
24. The invalidity in whole or in part of any condition of this order shall not affect the validity of other conditions herein.
25. All warranties given by Seller herein are assignable by Buyer to its customer, and Seller acknowledges that Buyer intends to assign them.
26. This order shall be governed by and construed according to the laws of the State of Illinois. Any action brought on any matter relating to the sale of goods or performance of services hereunder shall be

instituted and maintained only in a state or federal court of general jurisdiction in Cook County, Illinois, and each party waives any objection either party may have to either the jurisdiction or venue of such court. Buyer and Seller irrevocably submit to the jurisdiction and venue of such court.

Revised 11/11/2013

