

HILZINGER AMERICA CORPORATION (“SELLER”)

GENERAL TERMS AND CONDITIONS OF SALE

1. Applicable Law and Jurisdiction. These General Terms and Conditions of Sale apply to all proposals and quotations submitted by Seller, to all purchase orders received by Seller, and to all sales of goods and services sold by Seller, except as otherwise specifically provided in a document signed by Seller. All sales by Seller consist only of these terms and conditions and those in other documents which are referred herein or in a document signed by Seller referencing the transaction (all of which constitute the “Agreement”). The Agreement shall be governed, construed and enforced under the law of the State of Ohio the Uniform Commercial Code in force on the initial date of the Agreement (“UCC”), except as provided herein. The U.N. Convention on the International Sales of Goods shall not apply. Any services to be provided hereunder, whether or not they are otherwise ancillary to and part of a sale of goods as separate items, shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided hereunder (“Goods”). **THE COURTS OF OHIO AND, AT SELLER’S ELECTION, ANY COURT WITH JURISDICTION OVER BUYER, SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT.** The parties stipulate to the convenience of Ohio courts in general, and Medina Circuit Court in particular, as to all litigation. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions.

2. Formation, Integration and Modification.

A. The Agreement supersedes all previous quotations and agreements pertaining to the Goods. Delivery to Seller of Buyer’s acceptance of a Seller’s quotation (according to its terms), Seller’s actions in reliance on Buyer’s oral acceptance of a written or oral quotation, or Buyer’s receipt of the Goods, will constitute a binding contract under the terms of the Agreement. The Agreement is subject to Seller’s revocation or cancellation without liability. Notice of such approval may be furnished to the Buyer in the form of an acknowledgment, shipment, or other form of express approval.

B. An order submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions), may be accepted, approved or filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is hereby given that Seller objects to any such terms or conditions in Buyer’s purchase order or other writing. Seller shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the Agreement by filling such order or by failing to further object to Buyer’s terms or conditions.

C. The Agreement is a final, complete and exclusive statement of the Agreement of the parties. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller’s authorized employee at its home office. Notwithstanding anything to the contrary in the Agreement, no modifications, limitation, waiver or discharge of any provision of the Agreement shall affect Buyer’s liabilities to Seller accrued prior thereto. Seller may correct unilaterally any mathematical and typographical errors in the Agreement. Typed provisions of the Agreement take precedence over printed provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller.

D. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller’s agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.

3. Prices, Payment and Risk of Loss.

A. Prices contained in Seller’s published price lists, if any, are subject to change without notice. Prices contained in individual written quotations or proposals are firm only for a period of 30 days from the date of the quotation, provided raw material and other costs remain unchanged, after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes and Buyer shall pay all applicable sales or other taxes levied with respect to Goods (and replacements) and the Agreement, unless exempt therefrom. All prices are in United States dollars. Buyer shall pay upon receipt all invoices sent by Seller for any such items Seller may pay and for the Goods.

B. This Agreement is for a shipment contract and the Goods shall be delivered FCA Seller’s United States warehouse. Whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier. Seller’s breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.

C. Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation or after the date of the Agreement.

D. All amounts not paid to Seller when due shall incur a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. Seller shall be awarded reasonable attorney fees in its enforcement of the Agreement.

E. All amounts due on installation or other event which requires the action or cooperation of Buyer which Buyer fails to supply timely shall become due upon such failure.

4. Delivery. Shipping dates are estimates based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping dates are further subject to Seller's prompt receipt from Buyer of a written purchase order or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement. Deliveries may be made in installments.

5. Delay of Shipment or Performance Excused for Various Reasons.

A. If shipment of any item or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its option hold the item at the place of manufacture at the risk and expense of Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable 30 days after Buyer is notified that the item is ready for shipment. If Seller is unwilling to accommodate Buyer by holding such item, Buyer shall accept shipment immediately.

B. Dates for Seller's performance are estimates only. In addition, Seller shall not be in default because of its, or its supplier's, delay or failure to deliver or perform resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, acts of God, insurrections, war, epidemics, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or (ii) the lack of usual means or transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at Seller's or its supplier's plant or elsewhere (whether or not beyond Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, delivery, or performance.

6. Inspection, Testing and Rejection.

A. If the Agreement expressly provides for Buyer's inspection and/or acceptance of the Goods, Seller's standard test procedures conducted by Seller's representative, at Seller's location, shall be the criteria for inspection, testing, and/or acceptance, unless other specific procedures have been specified in the Agreement.

B. All drawings, specifications, technical documentation, samples, prototypes and Goods shall be deemed approved and/or accepted by Buyer if Buyer does not provide a written objection and/or rejection within seven days of receipt or other reasonable time established by Seller. Any objection and/or rejection by Buyer must be in a writing, delivered to Seller within seven days of receipt by Buyer, stating with specificity all defects and nonconformities upon which Buyer will rely to support its rejection. A failure to provide such notice constitutes an irrevocable acceptance of the Goods, subject to any warranty rights.

7. General Express Warranties.

A. Seller warrants to Buyer only, that at delivery the Goods, to the extent manufactured by Seller, shall be free from manufacturing defects in materials and workmanship which are discovered and claimed during the warranty period, subject to the disclaimers and limitations of the Agreement. The warranty period shall be six months from delivery to Buyer. This is not a warranty of performance, but a limited warranty as to the condition of the Product at the beginning of the warranty period. Because the Goods may be subject to a wide variety of use, installation, maintenance and cleaning, this warranty is only against such defects and not against any other failures such as, but not limited to, those due to wear and tear, and normal maintenance and perishable items which are excluded from this warranty against defects.

B. Seller also warrants to Buyer only, that the Goods at delivery will be as described in the Agreement in all material respects, subject to the limitations stated herein and Seller's published and internal standards; however, Seller retains the right to change the dimensions, tolerances, composition, design, performance, color and appearance of the Goods without liability if, in its judgment, the change is non-material. Seller may, in its discretion, also rely on any generally accepted industry standards.

C. Seller's warranties shall apply only if the Goods: (i) have been installed, maintained, and used in conformity with instructions furnished by Seller from time to time, if any; (ii) have been subjected to normal use for the purpose for which

Goods were designed; (iii) have not been subjected to misuse, negligence, or accident; (iv) have not been altered or repaired by persons other than Seller in any respect which, in the judgment of Seller, adversely affects the condition or operation of the Goods; and (v) have been used only with appropriate materials conforming to highest industry standards.

8. Patent Express Warranties. Seller shall defend and indemnify Buyer from any claim which asserts that the Goods or their inherent methods of operation, intrinsically, infringe any United States patent, except as to a claim based on Buyer's use of the Goods as a step in an overall process or as an element in an overall combination. Seller's obligation shall not apply to a claim based on Goods or portions thereof specified, designed, or manufactured by Buyer. Buyer shall notify Seller promptly of any assertions of patent infringement and provide Seller with assistance and information requested by Seller, or Seller shall have no further obligation to defend or indemnify. Seller shall defend with its counsel or other counsel of its choice and shall have the sole right, without consultation with Buyer, to take all action Seller deems appropriate to prosecute or settle such claims. Seller's exclusive obligation to indemnify as to Goods declared to infringe is limited to the acquisition of a license, the replacement of Goods with non-infringing goods, the modification of the Goods so that they are non-infringing, or the return of the purchase price and shipping costs in exchange for the Goods, as Seller may elect. This Section states Seller's entire and exclusive obligation regarding patent infringement.

9. Disclaimer and Limitation of Express Warranties. There are no express warranties other than those contained in the Agreement and they are not assignable. Any written or oral statements as to production, performance and other matters, except as contained in the Agreement, were for illustrative purposes only and do not constitute a warranty. Whether or not the Goods are to be used exclusively by Buyer, there shall be no third party beneficiaries to the express warranties contained herein. Seller does not warrant any portion of the Goods not manufactured by or not furnished by Seller (whether or not specified by Buyer), but Seller shall assign to Buyer upon request all assignable warranties of Seller's suppliers related to such Goods. All descriptions, shipping specifications and illustrations of the Goods and their quality compatibility with other systems and capabilities in catalogues, brochures and price lists or as otherwise provided by Seller are intended for general guidance only and Seller is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance on them. Seller does not warrant that it or the Goods are in compliance with any entity, organization or industry standards, guidelines, or procedures unless specifically contained in the Agreement.

10. Remedy and Limitation of Seller's Liability.

A. Defective or nonconforming Goods or parts thereof covered by the express warranty discovered during the warranty period shall be repaired or replaced by Seller, as it elects, without any additional charge and shipped to Buyer, FCA Buyer's plant, by common carrier land transportation, for reinstallation by Buyer at its cost, subject to the terms hereof. The warranty obligation of Seller is limited to the repair or replacement at Seller's plant of any part of the Goods which Buyer shall, within the warranty period, return to Seller, with transportation charges prepaid by Buyer, and which Seller shall determine upon examination to be defective or not in conformity with the express warranties contained herein. In lieu of repair or replacement, if Seller elects, Seller may, upon return of such Goods and making a determination of nonconformity or defect, allow Buyer to keep the Goods and refund the purchase price. Buyer's remedies shall be limited **(even in the event of Seller's default of its warranty obligations)** exclusively to those provided in this Section. **UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, PRODUCTION, OR REVENUES OR INCREASED COSTS OF PRODUCTION.** Buyer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided by the UCC as modified and limited herein. The replacement or repair of Goods by Seller does not give rise to any new warranty except the warranty period provided for herein shall be extended by the length of any period from the date the defective or nonconforming Goods are received by Seller until the date repaired or replacement Goods are delivered to Buyer. Under no circumstance shall Seller be liable to Buyer under any theory for more than the price of the defective or non-conforming portion of the Goods.

B. Buyer must contact Seller requesting warranty coverage plus a return authorization number and other instructions for the return of Goods to Seller or other instructions. If requested by Seller, Buyer shall issue a new purchase order or amendment to Seller for replacement parts, subject to Seller issuing a credit memo if Buyer's claim for warranty coverage is approved. Buyer must comply with Seller's return instructions (including return of the Goods) within 30 days or the claim shall be deemed conclusively to have been abandoned. Buyer is responsible for properly tagging, identifying, and packing returned Goods. Goods returned without compliance with the above procedures shall be returned to the sender at sender's cost.

11. Disclaimer of Implied Warranties. SELLER DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. Buyer affirms that it has not relied upon Seller's skill or judgment to select or furnish Goods for any particular purpose. Seller does not warrant the Goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in this Agreement.

12. Parts, Service and Training Performed by Seller. All warranty and non-warranty parts, inspection, labor, service, software, and training, if any, provided by Seller or its agents and contractors (including those provided under purchase orders subsequent to the Agreement) related to the Goods are subject to all limitations and disclaimers of warranties and remedies provided in the Agreement. Seller may have access to the Goods after delivery of the Goods. Seller is not under any duty to inspect the Goods for any defects or any improper use or modification of the Goods nor to correct or advise Buyer of any such condition, use or modification, which is observed. Any notification which may be given is voluntary and subject to all limitations and disclaimers in the Agreement.

13. User's Responsibility for Safety. It is Buyer's or other user's responsibility to provide all proper devices, tools, training, and other means that may be necessary to effectively protect all personnel from serious bodily injury which otherwise may result from the method of particular installation, use, operation, or service of the Goods. Manuals furnished by Seller; ANSI Safety Standards; EPA, OSHA and similar state regulations; and other sources should be used by Buyer to insure the safe use of the Goods. If Buyer fails to comply with the obligations set forth in this Section, Buyer shall indemnify and save Seller harmless from any liability or obligation incurred by Seller to persons injured directly or indirectly in connection with the operation of the Goods and all warranties of Seller shall become automatically void.

14. Indemnification. Buyer shall indemnify Seller and its employees and contractors from any and all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale, processing or other disposition of the Goods, supplies or materials used in connection with the Goods, or parts manufactured with the Goods, if the action or inaction of Buyer or its employees, customers or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller.

15. Consequential, Incidental, and Other Damages. BUYER AND THIRD PARTIES SHALL NOT BE ENTITLED TO ANY RECOVERY FOR LOST REVENUE, LOST PROFITS, INCREASED PRODUCTION TIME EXPENSES, SCRAP, PRODUCTION DELAY, OR ANY OTHER CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, AS DEFINED IN THE UCC OR OTHERWISE. This limitation shall be enforced regardless of whether Seller has defaulted in its warranty or other obligations. Any legal inability to limit or restrict the right of Buyer or a third party to such damages shall not affect the right of Seller to indemnification hereunder, and under no circumstance shall Buyer recover more than the purchase price.

16. Security Interest, Power of Attorney. Seller retains title until the Goods have been fully paid. In addition to any security interest granted by the UCC, Buyer hereby grants a security interest to Seller in all Goods and documents related thereto, proceeds and products therefrom, and products assembled therewith, to secure all obligations of Buyer to Seller, whether or not arising under the Agreement. Buyer shall sign other documents for evidencing the security interest. Buyer grants Seller an irrevocable power of attorney to sign Buyer's name to a financing statement if necessary or convenient to perfect Seller's security interest. In case of a default by Buyer, Seller may peaceably enter the premises of Buyer and others to repossess and render inoperable all Goods in which it has a security interest. Seller may install and activate procedures or devices to make the Goods or Software non-operative upon Buyer's default.

17. Proprietary Information.

A. Buyer acknowledges that any information disclosed to Seller has not and will not be confidential or a trade secret unless clearly and conspicuously noted on the disclosure, or in some other writing delivered to Seller at or prior to the time of the disclosure. Otherwise, Seller shall be under no obligation to refrain from using in its business any information, manufacturing processes or unpatented disclosures which may pass to it from Buyer in the performance of the Agreement.

B. All proposals, plans and other information furnished by Seller in bidding, negotiating and performing the Agreement, are confidential and the property of Seller and shall not be shown or disclosed to any other bidder, and shall not be shown or disclosed to any third party or used by Buyer except as may be necessary for the selection or use of the Goods.

C. Any invention or other information developed by Seller in the performance of the Agreement shall be the property of Seller. Buyer shall not reverse engineer or decompile the Goods.

D. Buyer shall defend and indemnify Seller from all liability for claims, damages, losses, and expenses incurred as a result of the use or disclosure of Seller's confidential or proprietary information (except as reasonably required in the performance of this Agreement).

18. Government Regulations. Buyer shall not engage in any transaction with respect to the Goods which violates any statute or regulation of any government. Buyer warrants Seller shall not become a subcontractor on any government contract by the execution or performance of the Agreement. Goods (which shall include the incorporated software and technology) are subject to control under the U.S. Export Administration Regulations (15 CFR Part 730 et. seq.) administered by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") (www.bis.doc.gov) and other applicable U.S. export control laws and sanctions regulations, including those administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") (www.treas.gov/ofac). In addition, Goods distributed from Seller's distribution center in Europe are subject to control under the European Union ("EU") Council Regulation No. 428/2009 and their export or intra-EU transfer may also be subject to additional licensing requirements under European Union Council Regulation No. 428/2009 and its implementing regulations. Goods may not be exported or re-exported to any country where sanctions are imposed by the U.S. government. Buyer shall comply with the export laws and trade sanctions of all applicable countries and will not export, re-export or transfer Goods purchased from Seller without the required authorization, including an export or re-export license issued by the U.S. or other applicable authorities, or to any prohibited destination or for a prohibited end-use. Goods may also require export license(s) issued by the applicable authorities before being returned to Seller. The issuance of a quote, a sales order acknowledgment, or a Return Material Authorization ("RMA") by Seller does not constitute export authorization. Buyer represents and warrants it is not ineligible or otherwise restricted by U.S. or other applicable law to receive Goods and it will not export, re-export, or provide Goods to any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. Seller reserves the right to refuse and/or cancel any order if, at any time, Seller believes that any export controls or trade sanctions laws may be violated.

19. Certifications. Seller certifies that any Goods produced in the United States shall be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the U.S. Fair Labor Standards Act, and of the regulations and orders of the U.S. Department of Labor issued under Section 14 thereof. No other certifications or waivers regarding payments to Seller's suppliers or laborers are required.

20. Time for Bringing Action. Any proceeding by Buyer against Seller arising from or in connection with the Agreement or Goods cannot be filed nor maintained unless: (i) it is commenced within one year after the cause for action has accrued; (ii) Buyer has given timely written notice to Seller of its claim as provided herein; and (iii) Buyer deposits the unpaid portion of the purchase price with the tribunal pending final adjudication. An action shall accrue no later than shipment of the Goods to Buyer including, but not limited to, claims for indemnification for potential or actual third party claims.

(2148284.5)