

METAL FORMING INDUSTRIES GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability; Objection to Additional or Different Terms and Conditions. This document (together with any exhibits, attachments, and other documents incorporated by reference, this "Order" is an offer by Metal Forming Industries ("MFI") to sell the goods or services indicated on the face of or attached to or incorporated by reference into this document upon the Terms and Conditions contained herein. By acknowledging receipt of this Order or by accepting delivery of the goods described herein, Customer agrees to these Terms and Conditions. Terms or Conditions contained in any prior, contemporaneous or subsequent communication from MFI or Customer that submit, propose, or state any additions, changes, deviations, or modifications to this Order shall automatically be deemed void, objected to, and rejected by MFI and between the parties, setting forth the entire Order between the parties regarding the transactions under this Order and including all promises and representations both express and implied.

2. Modification. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered, including by course of dealing, except by a writer instrument specifically referencing the affected provision of this Order signed by and authorized representative of MFI and an authorized representative of the Customer.

3. Price and Payment. Payment shall be due thirty (30) days after invoice date. If Customer fails to timely pay its account, MFI, and its parent, subsidiary, and affiliated companies', may setoff against Customer's, and its parent, subsidiary, and affiliated companies' account balance, hold further orders, charge late payment fees and interest on past due amounts, and/or perfect its interest in the goods and/or Customer's property by filling the appropriate liens or other documents. To the extent reasonably required by MFI, Customer agrees to execute such financing statements and other related documents as are reasonably necessary to create and perfect the security interests and/or charge late payment fees and interest on past due amounts. Interest shall accrue at the lesser of 18% per annum (1.5% per month) or the maximum amount allowed by law on any invoice from the date such invoice becomes due. MFI may use the services of a collection service and/or an attorney to collect amounts overdue. In such event, Customer agrees that it will be liable for all fees incurred by MFI, including collection service fees and/or attorney's fees, costs, and expenses arising out of the collection efforts.

4. Taxes. Prices do not include sales, use, excise, or other similar taxes. The amount of any present, retro-active, or future sales, use, excise, or similar tax applicable to Customer's purchase of goods or services will be added to MFI's invoice and paid by Customer unless Customer provides MFI with tax exemption certificates acceptable to the appropriate taxing authorities.

5. Transportation and Title. Title and risk of loss to the goods shall pass to Customer upon completion of delivery under the applicable delivery terms agreed to in the Order. If no delivery terms are agreed to in the Order, then all goods shall be delivered F.O.B. shipping point under the Uniform Commercial Code for goods destined for final delivery in the United States or EXW (MFI shipping point) under Incoterms 2010 for goods destined for final delivery outside of the United States

6. Time. MFI will employ reasonable efforts to fill Customer's Orders promptly upon acceptance. In the event MFI is delayed in delivering goods and such delay is caused by a force majeure event as described below, shall be excused.

7. Warranty/Disclaimer. MFI warrants that products of MFI's own manufacture supplied hereunder will be of the kind and quality specified in writing to Customer, and MFI's manufacturing process will not cause defects in material and will be performed in a good workmanlike manner, provided the products are used under normal and proper operating conditions and service. For a period of one year from the date of shipment, products will be replaced or repaired or the purchase price refunded, at MFI's option, to the extent defective due to MFI's manufacture not being in compliance with this warranty.

With respect to products made by other manufacturers, MFI conveys to Customer identical warranties, representations, and other protections which MFI enjoys the benefit of, to the full extent that MFI enjoys the protection and benefit of the same. Further, MFI agrees to provide such cooperation and assistance as Customer may reasonably request to effectuate such protections and benefits as against manufacturers of such products, provided that MFI shall not be obligated to take any action that threatens or impairs its own rights, duties, and responsibilities.

THE EXPRESS WARRANTIES SET FORTH ABOVE ARE IN LIEU OF AND SUPERCEDE (i) ALL OTHER WARRANTIES AND REMEDIES WHETHER EXPRESS OR IMPLIED, ORAL OR STATUTORY, INCLUDING ANY WARRANTY OF

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND (ii) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION PRODUCT LIABILITY BASED UPON STRICT LIABILITY AND NEGLIGENCE.

8. Limitation of Liabilities. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, COBER, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR BUSINESS) RESULTING FROM OR IN ANY WAY RELATED TO THE GOODS OR SERVICES PURCHASED/SOLD HEREUNDER, THIS ORDER OR TERMINATION OF THIS ORDER. This limitation applies regardless of whether the damages or other relief sought are based in contract or tort, including breach from contract including warranty, negligence, strict liability in tort, or any other legal or equitable theory.

9. Intellectual Property. Customer shall acquire no right, title or interest of any kind in, or with respect to, any of MFI's or manufacturers' trademarks appearing on goods or otherwise, or software developed or provided by MFI shall pass to Customer only pursuant to a separate written agreement specifically setting forth the property rights provided, and only if Customer was specifically and separately invoiced for such software.

10. Force Majeure. MFI shall not be liable to Customer for any loss or damage suffered by Customer, directly or indirectly, for any failure or delay of MFI to perform hereunder where such failure or delay is caused by labor troubles (including, without limitations, strikes, slowdowns and lockouts) or civil disturbance, government regulations, inability to obtain or revocation of export or import license, interruptions of or delay in transportation, material shortages, fire, flood, acts of God, power failures, accidents or other causes of like or different character beyond MFI's reasonable control.

11. Objections. MFI takes exception to and hereby objects to all hold harmless and indemnity provisions, either express or implied, set forth in Customer's orders, including, but not limited to, those that attempt to make MFI responsible for Customer's negligence. MFI also objects specifically to any provisions in Customer's order that (a) attempt to impose warranties other than as set out herein, (b) attempt to prohibit disclaimers of warranties, (c) attempt to preclude limitations on Customer's remedies, or (d) attempt to impose damages resulting from performance failures.

12. Cancellation Because MFI often places orders with its suppliers in reliance upon customers' orders. Customer may not cancel this Order without MFI's consent, which consent may be withheld in MFI's sole discretion. If MFI agrees to cancellation of an order, MFI will determine an appropriate cancellation charge, including shipping costs and restocking fees.

13. Severability. If any one or more of the provisions of this Order, or any schedule or exhibit attached hereto or other document expressly incorporated herein by reference thereto, shall for any reason be invalid, illegal, or unenforceable, such circumstance shall not affect any other provision of this Order or such other document, as the case may be, and this Order shall continue in full force and effect and be construed as if such provision, to the extent that it is invalid, illegal, or unenforceable, had never been contained herein or therein.

14. Non-Waiver. The failure or delay of either party in the enforcement of the rights detailed in the Order shall not constitute a waiver of the rights nor shall it be considered as a basis or estoppel either at equity or at law. Either such party may exercise its rights under the Order despite any delay or failure to enforce those rights at the time the cause of action or right or obligation arose.

15. Arbitration. The laws of the State of Indiana shall govern the validity, interpretation, and enforcement of this Order without regard to choice of law rules that would apply the law of another state. Any dispute, controversy or claim arising out or relating to this Order or the breach, termination or validity hereof, which cannot be resolved amicably by the parties, shall be finally settled in accordance with the Institute for Dispute Resolution Rules for Non-Administered Arbitration (the "Rules"). The arbitration shall be conducted by a single arbitrator appointed by mutual agreement of the parties. If the parties cannot agree on a single arbitrator within 30 days of notice from either party that it intends to proceed to arbitration under this Section, either party may request the Institute to appoint an arbitrator, which appointment shall be binding on the parties. The place of arbitration shall be in Indianapolis, Indiana. The decision of the arbitrator shall be final and binding on the parties. Judgment upon the award of the arbitrators may be entered in any court of competent jurisdiction. The arbitrator rendering the judgment shall not, and is expressly denied the power to, award consequential, exemplary or punitive damages to any party.