



FOR ALL VENDORS SUPPLYING GOODS OR SERVICES TO WAYNE TRAIL TECHNOLOGIES

The following terms and conditions shall apply to all purchase orders issued by Wayne Trail Technologies. Exceptions or deviations from these terms and conditions shall be considered valid only if they are confirmed in writing by Wayne Trail Technologies purchasing department.

1. OFFER/ACCEPTANCE: Buyer hereby offers to purchase the goods ("Goods") or services ("Work") described on the face hereof. This Purchase Order shall be accepted by (i) Seller's execution and return of the attached acknowledgement copy, or (ii) the shipment of Goods or the commencement of Work by ("these terms"). Any term of condition in any form of Seller which has been or, at any time, may be received by Buyer and which is inconsistent with, additional to or different from these terms is hereby expressly rejected and shall not be applicable to the sale of shipment of Goods or the performance of Work.

2. SHIPMENT OF GOODS/RISK OF LOSS:(a) All Goods shall be packed, marked and shipped in containers which are suitable for the Goods and are in accordance with the requirements of the carrier or as directed by Buyer. Shipment shall be made in the quantities and at the times specified by Buyer. Any Goods not shipped by Seller or received by Buyer in accordance with these terms may be rejected by Buyer without liability to Buyer. The Buyer assumes no obligation for materials shipped in excess of the quantities specified in the Purchase Order.(b) Unless otherwise specified on the face hereof, all sales are F.O.B. Buyer's place of business and Seller shall be fully responsible for the Goods and bear all risk of loss or damage until they are delivered to the designated destination. If the sale is made F.O.B. shipping point, Seller shall be liable for any loss or damage claims which are declined by carrier when such loss or damage is caused by Seller's failure to comply with packing, loading or other similar requirements of Buyer or carrier. Seller shall bear all risk of loss or damage to Goods after Buyer's written notice to Seller of their rejection or cancellation of this order. When freight cost is to be borne by Buyer and Buyer does not specify manner of shipment, Goods shall be shipped in a commercially reasonable manner which secures the lowest transportation costs.(c) Buyer from time to time, may change shipping schedules or direct that Seller temporarily suspend any shipments.

3. DELAYS:(a) Time is of essence of this order. If the Work is not completed by the scheduled date for completion, if any, provided on the face hereof, or if delivery of Goods is not made by the scheduled delivery date, if any, provided on the face hereof, then Buyer may cancel this order and obtain the Work or Goods (or equivalent goods) elsewhere, or may accept late performance or delivery and, in either case, Seller shall be liable to Buyer for any loss or damage caused by Seller's failure to make timely performance or delivery including, without limitation, consequential and incidental damages and cost of "cover".(b) Without limiting Buyer's other rights, if the Work or Goods are supplied in connection with a contract between a governmental body and Buyer which provides for certain determinable damages in case of delay or default in performance, Seller agrees to indemnify and save harmless Buyer from any loss, penalty or damages resulting from Seller's refusal or failure to make deliveries as specified herein.(c) Except as provided in (b) above, Seller shall not be liable for delays in the performance of Work or the delivery of Goods for causes beyond Seller's control and without its fault or negligence, provided that Seller notifies Buyer in writing, within five days from the occurrence or existence of the cause of the delay.

4. INSPECTION AND REJECTION OF GOODS AND WORK:(a) All Goods shall be received by Buyer subject to Buyer's inspection and right of rejection. Goods shall not be considered accepted until, on inspection, testing or use, they are found to be in accordance with Buyer's specifications. If the Goods are being produced in connection with a contract between Buyer and a governmental body, then all material and workmanship furnished in the performance of this order shall be subject to inspection and test by the government and/or Buyer at such times and places as may be reasonably requested. Both the government and Buyer shall have the right to reject any Goods found to be defective in material or workmanship or to require replacement or correction.(b) If any Goods are found at any time to be defective in material or workmanship or otherwise not in conformity with Buyer's specifications, Buyer, in addition to any other rights which it may have under warranties or otherwise, shall have the right to reject such Goods in whole or in part. Rejected Goods shall be held at Seller's risk for a reasonable time thereafter and shall be returned or disposed of at Seller's expense according to Seller's instructions. No Goods returned shall be replaced by Seller without written authorization from Buyer.(c) All Work shall be subject to Buyer's inspection and approval. In addition to any rights which Buyer may have under warranties or otherwise, Buyer, in its sole discretion, may require Seller to correct any defective Work at Seller's expense or Buyer may correct such defective Work and charge the cost thereof to Seller. If the Work is being done in connection with a contract between Buyer and a governmental body, then all material and workmanship furnished in the performance of this order shall be subject to inspection and test by the government and/or Buyer at such times and places as may be reasonably requested. Both the government and Buyer shall have the right to reject any Work found to be defective in workmanship or otherwise or to require correction of such defects.

5. LABORATORY CALIBRATION CERTIFICATES:(a) Must provide date calibration was completed.(b) Must provide accuracy and range of equipment being calibrated.(c) Must provide traceability information for all standards used for calibration. Traceability information must be sufficient to demonstrate traceability to the National Institute of Standards and Technology or other approved national standards.(d) Must provide calibrator identification (initials, stamp, signature).(e) Signature of authorized facility representative warranting the correctness of the information presented.(f) Statement that calibration was performed in accordance with either ISO 9001:2000 or equivalent standard.

6. MATERIAL SAFETY DATA SHEET: Seller must provide an update Material Safety Data Sheet when applicable, with each delivery.

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7. SUPPLIER CODE DEFINITIONS: A-1 means supplier is supplying goods and services for products to be used in the Aerospace industry. B-1 means supplier is supplying goods and services for products to be used in the Automotive industry. C-1 means supplier is supplying goods and services to be used in the Commercial industry.

8. COMMERCIALSUPPLIERS: Commercial suppliers must have a quality system program that meets or exceeds the requirements of ISO 9001:2000.

9. WARRANTIES: In addition to all warranties which may be provided by law, Seller warrants that all Goods and Work furnished hereunder shall (a) be free from defects in design, material, manufacture and workmanship, (b) conform to drawings, plans, specifications, samples or other descriptions furnished, specified, accepted, or approved by Buyer and (c) be merchantable and fit for the particular purposes intended. Such warranties, including warranties provided by law, shall benefit Buyer, its successors, assigns and customers and shall survive acceptance of the Goods and Work.

10. PATENTS:(a) SELLER SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS BUYER, ITS SUCCESSORS, ASSIGNS AND CUSTOMERS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF ANYACTUAL OR CLAIMED INFRINGEMENT OF ANY UNITED STATES OR FOREIGN OR PATENT OR PATENTS IN THE DESIGN, MANUFACTURE, USE OR SALE OF THE GOODS.(b) If the Goods are protected by a patent or patents owned or held under license by Seller and a decree or judgment has been entered by any court holding such patent or its claims invalid, or so limited in scope as to impair its protection commercially, Buyer may cancel this order or any contract resulting from acceptance of this order.

11. TOOLS, MATERIALS AND PROPRIETARY INFORMATION:(a) Buyer shall retain title to any samples, drawings, blueprints, patterns, dies, molds, tools, plates, cuts, gauges, items and materials furnished by or paid for by Buyer in connection with this order. Such tangible items shall be held at Seller's risk and if lost, damaged or destroyed shall be replaced by Seller without charge to Buyer. Such items shall be used exclusively in the production of the Goods and their use for any other purpose is prohibited unless previously approved by Buyer in writing. Such items are subject to removal by Buyer from Seller's premises on demand, without cost to Buyer.(b) Any material furnished by Buyer to Seller in connection with this order for which no invoice is issued shall be deemed as held by Seller upon consignment for Buyer and Seller shall pay for all such materials spoiled by it or for which Seller does not otherwise satisfactorily account.(c) Buyer shall retain title to any technical information, trade secrets or other proprietary information furnished by Buyer in connection with this order. Seller agrees to maintain in confidence all such information and to follow all instructions of Buyer with regard to its use and dissemination. Rights to all ideas and features of novelty or invention described in any data or information furnished by Buyer and all designs, manufacturing, use and sales rights regarding the same shall, to the extent originating with Buyer, be deemed to be the exclusive property of Buyer.(d) In all other cases, any special technical information, drawings, blueprints, patterns, dies, molds, tools, plates, cuts and gauges necessary for the design, production or manufacture of the Goods shall be furnished by and at the expense of Seller. The cost of changes in such items caused by design or specification changes of Buyer shall be at Buyer's expense. Such items shall be maintained by Seller and held at Seller's risk and shall be repaired or replaced by Seller when necessary without expense to Buyer. However, Buyer shall have the option to purchase and take possession of such special items upon payment to Seller of the unamortized cost thereof.

12. INSTALLATION SERVICE: Unless otherwise specified on the face hereof, Seller, at no extra cost to Buyer, shall install any Goods at the location designated by Buyer and shall make any adjustments which are necessary or appropriate to cause any such Goods to operate properly as installed. Seller shall promptly fill Buyer's orders for spare and replacement parts or assemblies throughout the useful life of the Goods, as determined by Buyer.

13. INDEMNITY: SELLER SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS BUYER, ITS SUCCESSORS AND ASSIGNS FROM AND AGAINSTANY AND ALLLIABILITY, LOSS, DAMAGE, COSTOR EXPENSE, FOR ANY ALLEGED OR ACTUALPERSONALINJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH SELLER'S FURNISHING OF GOODS OR PERFORMANCE OF WORK.SELLER SHALL PROTECT, DEFEND, HOLD HARMLESS, AND INDEMNIFY BUYER AND ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINSTANY AND ALL CLAIMS, ACTIONS, LIABILITIES, LOSSES AND EXPENSES RELATING TO ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION, INJURYTO OR DEATH OF PERSONS AND DAMAGE TO PROPERTY) ALLEGEDLY OR ACTUALLY SUFFERED BYAPERSON OR PERSONS OR PROPERTY AND ALLEGEDLY OR ACTUALLY ARISING OUT OF OR INCIDENTAL TO THE IMPROPER DESIGN, SELECTION OR USE OF GOODS OR PARTS AND/OR NEGLIGENCE IN THE MANUFACTURE OR INSTALLATION OF GOODS OR PARTS OF THE PERFORMANCE OF WORK AND SHALL PAY ALL COST, DAMAGES, JUDGMENTS OR EXPENSES ARISING OUT OF ANY LITIGATION. THIS INDEMNITY, AND ALL OTHER AGREEMENTS OF INDEMNITY HEREIN SHALL SURVIVE THE ACCEPTANCE OF GOODS OR WORK.

14. INSURANCE:(a) Seller, shall procure and maintain in full force and effect, at its expense products liability, completed operations and other insurance which is customary for similar sellers in the industry.(b) Prior to entering upon Buyer's premises for the performance of any Work, Seller shall furnish to Buyer certificates evidencing insurance for the following: (a) Workmen's Compensation and Occupational Diseases insurance in statutory limits in accordance with applicable state or federal law;(b) Employer's Liability Insurance - \$500,000 limit;(c) Comprehensive General Bodily Injury and Property Damage Insurance, covering all operations, including products liability and covering all assumed contractual obligations hereunder in limits of \$1,000,000 aggregate per occurrence of Bodily Injury and \$250,000 aggregate per occurrence of Property Damage. Such certificate must set forth the amount of coverage, number of policy and date of expiration. The purchase of such insurance coverage or the furnishing of the certificate shall not be a satisfaction of Seller's liability, hereunder or in any way modify Seller's indemnification of Buyer. Buyer's waiver of Seller's duty to furnish certificates of insurance coverage shall not be a waiver of Seller's obligation to provide insurance coverage hereunder.

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15. MECHANIC'S LIENS: Seller shall keep Buyer's property upon which Work is performed or material or Goods supplied hereunder free and clear of all mechanic's liens arising out of labor, material, or services furnished in the performance of Work. Seller shall indemnify, defend and save Buyer, its successors and assigns harmless from and against all claims or actions by reason of any such alleged or actual mechanic's liens. Prior to payment for and acceptance of any part of the work by Buyer, Seller, if requested by Buyer, shall present Buyer with such certified statements, affidavits, and waivers of lien from Seller, its subcontractors and materialmen, as Buyer may deem necessary or appropriate.

16. TERMINATION, MODIFICATION OR CANCELLATION:(a) Buyer reserves the right to cancel this Purchase Order or any contract formed by the acceptance of this Purchase Order if (i) Seller fails to make deliveries of Goods or fails to perform any Work on or before the date specified on the face hereof or if no date is specified then within a reasonable time period of (ii) Seller breaches any terms hereof.(b) This Purchase Order is subject to (i) the right of any government, or any agencies, to terminate any government contract for which materials purchased herein may be used and (ii) any laws or regulations promulgated with reference to termination of contracts of war material. This Purchase Order and any contract formed by acceptance of this Purchase Order shall be cancelled upon the cancellation of any government contract or contracts for war material, Buyer shall promptly notify Seller of any cancellation.(c) In the event of any proceedings by or against Seller, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or Trustee, or an assignment for the benefit of creditors, Buyer may cancel this order without liability of any kind to Seller.

17. TAXES: Unless otherwise provided herein, the purchase price(s) provided for herein shall include any and all federal, state and local taxes or charges of any kind or nature whatsoever which may be applicable to the manufacture, use or sale of Goods or the performance of Work.

18. PRICES:(a) Unless otherwise specifically agreed to by Buyer, the prices set forth on the face hereof are firm.

19. TECHNICAL INFORMATION: Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information which Seller shall have disclosed or may hereafter disclose to Buyer in connection with Goods or Work.

20. REMEDIES: The remedies of Buyer provided for herein shall be cumulative and additional to any other or further remedies provided in law or equity, including remedies for incidental or consequential damages. No remedy hereunder shall be deemed waived unless such waiver is made in writing and signed by Buyer. Waiver by either party of any default by the other shall not be deemed a waiver of any other or future default.

21. GOVERNMENTAL REGULATION: Seller warrants that all Work and Goods shall comply with all applicable federal, state and local law, orders and regulations, including, without limitation, the Fair Labor Standards Act of 1938, as amended, the Consumer Product Safety Act, the Occupational Safety and Health Act and Ohio Department of Labor Safety Regulations. The terms of Section 202 of Executive Order 11246, as amended, replaced or superseded from time to time, are expressly made a part hereof by reference to the same as if they were repeated at length herein, and all references therein to "contractors" shall be deemed to refer to and bind Seller. Seller warrants that the prices for the Goods covered hereby do not involve any discrimination within the provisions of the Robinson-Patman Act, or any similar legislation. Seller shall supply Buyer from time to time with such certificates, in such form, as may be required by any applicable law, order or regulation or as Buyer may deem necessary or appropriate to establish Seller's compliance with any applicable law, order or regulation.

22. SEVERABILITY: In the event any provision or term of this order or the contract arising therefrom shall be declared invalid or unenforceable by a court or competent jurisdiction, all other provisions and terms shall remain valid and binding.

23. APPLICABLE LAW: The rights and obligations of the parties hereto shall be determined by the laws of the State of Ohio and this order and the contract arising therefrom shall be construed and governed under the law of Ohio.

24. LIMITATION ON ACTIONS: Any action or suit by Buyer arising in any way from this order or the contract formed acceptance of this order may be commenced at any time within four (4) years from the date on which the cause of action accrues.

25. WHOLE AGREEMENT: All previous, oral and written communication of the parties for the sale of Goods or Work are rescinded by or contained in this Purchase Order. The terms and conditions cannot be modified, amended or altered except by a written instrument signed by a duly authorized officer or Buyer.

26. EXECUTIVE ORDER 11246: As amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1972, as amended, and Sec. 503 of the Rehabilitation Act of 1973, as amended, contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference, where applicable.