

## THE SAWBROOK STEEL CASTINGS CO.

### TERMS AND CONDITIONS OF SALE

The following terms and conditions are to be deemed included in all orders of Purchaser accepted by The Sawbrook Steel Castings Co. ("Seller"). "Purchaser means the purchaser identified in the applicable document to which this Terms and Conditions of Sale is attached to, or comprises the reverse part of (as applicable), irrespective of whether the document is an invoice, order acknowledgment, quotation, statement, or other document (hereinafter, all references to such document and to this Terms and Conditions of Sale, collectively, shall be made by a reference to "this Document"). "Goods" mean the goods, equipment supplies and services supplied by Seller to Purchaser as described in this Document, including, without limitation, castings. "Purchaser" and "Seller" include the respective heirs, executors, personal representatives, successors and permitted assigns of each. THIS DOCUMENT CONSTITUTES THE COMPLETE AND FINAL AGREEMENT OF PURCHASER AND SELLER FOR THE GOODS. THIS DOCUMENT MAY NOT BE ADDED TO, MODIFIED OR SUPERSEDED EXCEPT IN A WRITING SIGNED BY AN AUTHORIZED OFFICER OF SELLER, EVEN THOUGH OTHER TERMS MAY APPEAR ON PURCHASER'S DOCUMENTS (ALL OF WHICH ARE HEREBY OBJECTED TO BY SELLER WITHOUT FURTHER NOTICE). IF PURCHASER ACCEPTS ANY PERFORMANCE BY SELLER, PURCHASER WILL BE DEEMED TO HAVE ACCEPTED THE TERMS AND CONTITIONS OF THIS DOCUMENT.

1. Terms: Net 30 Days. If Purchaser does not pay on time, Seller reserves the right to charge Purchaser a 1.5% per month finance charge on the unpaid balance until paid in full.

2. Delivery terms are F.O.B. Lockland, Ohio, with Purchaser being responsible for paying all freight and shipping charges for the Goods. Any specified delivery date is approximate only. Title to the Goods will pass to Purchaser upon Seller's tender of delivery of the Goods. If the Goods are held by Seller subject to receiving instructions from Purchaser, Seller may invoice for the Goods and Purchaser agrees to make payment in accordance with this Document. Goods held at any location by Seller will be held at Purchaser's risk and Seller may charge for (but is not obligated to carry) insurance and storage. Purchaser will accept and pay for partial deliveries at contract prices and terms. When Purchaser has declared or manifested an intention not to accept delivery in accordance with this Document, no tender will be necessary but Seller may, at its option, give notice to Purchaser the Seller is ready and willing to deliver and such notice will constitute a valid tender of delivery.

3. Unless otherwise specified, prices cover carbon (.20% - .50%) steel castings only, in an annealed condition, suitable for machining. Prices are based on normal test requirements and do not include the use of, or rejection by, Magna-Flux, Gamma-Ray, X-Ray, Ballistic Tests or any other destructive or non-destructive methods of inspection. Unless otherwise stated, prices do not include applicable quotation fees, taxes, excises, duties or other governmental impositions which Seller may be required to pay or collect. Any such applicable taxes, excises, duties or other governmental impositions will be paid by Purchaser. If purchases are sales tax exempt, Purchaser shall furnish to Seller an exemption slip with Seller's order. Further, unless otherwise stated, all permits, licenses, or authorizations necessary for the installation or use of the Goods will be obtained by Purchaser at its sole expense. IF THIS DOCUMENT IS A QUOTATION, THE TERMS AND PRICES QUOTED (IF ANY) WILL BE FIRM ONLY IF ACCEPTED BY PURCHASER WITHIN 30 DAYS OF THE DATE OF THE QUOTATION.

4. Seller's quotations or prices apply to Goods produced to commercial standards. Extra charges are applicable to Goods made to special tolerances, of special analyses, test bars when required, or to meet special inspection or specifications or any kind. Seller has the right to make changes in the composition of the Goods which, in Seller's opinion, do not affect the general characteristics or properties of the Goods or are within applicable government or industry standards.

5. Whenever the shipping weight of an order or item of an order is less than 100 pounds, a special price or minimum billing shall apply. If Seller uses estimated weights for the Goods in a quotation, such weights are not to be considered a basis for invoicing, and actual shipping weights shall apply. When the average weight of Goods in any shipment of an item is less than one pound, the Goods will be billed as one pound each.

6. Each delivery of Goods will be inspected promptly by Purchaser for damage and defects. PURCHASER WILL NOTIFY SELLER OF ALL CLAIMED DAMAGE OR DEFECTS WITHIN NINETY (90) DAYS OF PURCHASER'S RECEIPT OF THE GOODS. If Purchaser fails to so inspect or notify Seller, Purchaser will be deemed to have accepted the Goods and to have waived any right to damages or defect. If Purchaser inspects the Goods and notifies Seller within such period of its claim that the Goods are damaged or defective, Seller will review Purchaser's claim, and if valid, Purchaser and Seller will mutually agree on the timing of curing such damage or defect. Any remedy of Purchaser against Seller shall be barred unless notice is given in accordance with the foregoing provision.

7. The Goods are subject to careful quality control throughout the manufacturing process and are warranted to be free from defects in workmanship and materials for a period of six months. Published material and information concerning the Goods (including any such information in Seller's literature, brochures, advertisements and other publicly disseminated materials) are based upon research, which Seller believed to be reliable, BUT SUCH MATERIAL AND INFORMATION DOES NOT CONSTITUTE WARRANTY. Because of the variety of possible uses for the Goods and the continuing development of new uses, Purchaser should carefully consider the fitness and performance of the product for each intended use and Purchaser assumes all risks in connection with such uses.

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY OR FITNESS AND FOR ANY PARTICULAR PURPOSE, OR OTHERWISE, EXCEPT AS SET FORTH ABOVE (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO THE GOODS. SELLER SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN AUTHORIZED OFFICER OF SELLER. PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER FOR ANY LIABILITY WITH RESPECT TO THE GOODS, WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE, WILL BE REPAIR, REPLACEMENT OR CREDIT, AT SELLER'S OPTION, AS LONG AS PURCHASER COMPLIES WITH THE REQUIREMENTS OF PARAGRAPH 6. IN NO EVENT WILL SELLER BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE GOODS OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

All actions by Purchaser for breach of warranty or for anything else arising out of or related to the purchase referenced in this Document shall be brought (a) within one (1) year after Purchaser's receipt of the Goods or be forever barred and (b) in a court with jurisdiction in Cincinnati, Ohio.

8. Seller will not accept back charges for welding or any other work performed by Purchaser, unless brought to Seller's attention in advance and such back charges are separately and individually agreed to in writing by Seller. Seller assumes no responsibility for machine work, labor charges, or other expenses incurred by the Purchaser on Goods which are rejected as defective.

9. At any time, should labor and/or material costs so warrant, Seller's prices are subject to change upon notice to Purchaser. The revised prices will apply to shipments against orders then on Seller's books.

10. In the event Purchaser obtained a volume discount in connection with an order, Purchaser must take delivery within two weeks of the order or such volume discount will not be applicable.

11. Orders entered on Seller's books cannot be canceled or deferred by Purchaser except with Seller's written consent and upon terms that will indemnify Seller against loss, including accrued production costs, including burden and overhead, and profit. Seller may cancel or terminate all or part of the contract evidenced by this Document immediately if: Purchaser is materially delinquent on any of its obligations under this Document or under any other order or transaction with Seller; Purchaser becomes insolvent; a receiver under Title 11 U.S.C., as amended (the "Bankruptcy Code") is appointed for or on behalf of Purchaser, or a case under any chapter of the Bankruptcy Code is commenced for, by or against Purchaser; Purchaser suspends or terminates business or makes an assignment for the benefit of creditors; any guarantor of the obligations of Purchaser dies, becomes insolvent or any case under any chapter of the Bankruptcy Code is commenced for, by or against such guarantor; or any event occurs, whether or not similar to the foregoing, which in Seller's good faith belief materially impairs the prospect of payment or performance by Purchaser. Seller's rights to cancel or terminate may be exercised by Seller without liability.

12. Prices are based upon pattern equipment suitable for Seller's use, and do not include charges for pattern work.

13. Seller accepts no responsibility for the dimensions of Goods if the Purchaser has not consulted with Seller and followed Seller's recommendations as to the necessary finish and shrinkage allowances, and other pattern design requirements which Seller considers necessary.

14. Seller assumes no responsibility for the cost of repairs or replacements to Purchaser's patterns, core boxes and other property of Purchaser ("Purchaser's Property") resulting from normal usage. At Seller's option, Purchaser's Property may be stored for mutual convenience. If any of Purchaser's Property is not used for three years, it will be considered inactive and will be returned upon notification. All reasonable care is taken in the handling, use, storage and protection of Purchaser's Property. However, insurance against loss by fire or other casualty is the responsibility of Purchaser. Transportation costs of delivery of Purchaser's Property to and from Seller's location or any third-party location, including the cost of crating and handling, are to be paid by Purchaser.

15. The standard carbon range is 10 points (.10%) and if Seller is restricted to a lesser range, the item will be considered to be of special analysis subject to extra charge.

16. The minimum range for Brinell hardness is 50 points. When Brinell hardness only is specified, the extra or sum of the extra charges, for whatever alloy, carbon content or heat treatment, or

combination of them, is required to obtain the specified hardness, will be applied.

17. Purchaser acknowledges that it has received and is familiar with Seller's and any other manufacturer's labeling and literature concerning the Goods and will forward such information to its employees, agents or customers. Purchaser warrants that it will comply with all OSHA and other safety-related laws, regulations, standards and requirements which are applicable to the use of the Goods and Purchaser's business.

18. Reasonable efforts will be made to maintain delivery schedules as established. However, Seller is not responsible for the failure to fill, or for delay in filling an order, when due to fire, strikes, lockouts, walkouts, labor troubles, accidents, trade embargoes, shut-downs, inability to obtain supplies, raw materials and services through Seller's regular and usual sources, or any other cause beyond Seller's reasonable control.

19. If any of the provisions of this Document are deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby. This Document and the contractual relationship between Seller and Purchaser shall be governed by and construed under the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles). No right or interest in the contract arising from this Document may be assigned by Purchaser and no delegation of any obligation owed by Purchaser may be made without the prior written permission of Seller. The rights and remedies of Seller herein will be cumulative and additional to any other or further rights and remedies provided in law or equity. Waiver by Seller or Purchaser's performance, or inaction with respect to Purchaser's breach of any provision of this Document, or failure of Seller to enforce any provision of this Document (including, without limitation, the imposition of any finance charge), will not be deemed a waiver of future compliance therewith or a course of performance modifying such provision, and such provision will remain in full force and effect as written. Furthermore, failure by Seller to strictly adhere to the provisions of this Document, including, without limitation, with respect to any warranty claims of Purchaser, shall not be a waiver of future compliance therewith or a course of performance modifying such provision.

IN ALL CASES CLERICAL ERRORS ARE SUBJECT TO CORRECTION

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