

TERMS AND CONDITIONS OF QUOTATION AND SALE ALL WORK IS ACCEPTED SUBJECT TO THE FOLLOWING CONDITIONS

1. Changes: All changes must be made in writing and acknowledged by Buckeye Fasteners/Ohio Nut and Bolt Co. to be effective.

2. Prices & terms: All prices are subject to applicable Buckeye Fasteners/Ohio Nut and Bolt Co. quoted terms. Prices in effect at date of shipment shall apply. Prices are firm for 15 days from the date of the quotation.

3. Terminations: Customer termination of orders may be made by advising Buckeye Fasteners/Ohio Nut and Bolt Co. in writing or by fax. Buckeye Fasteners/Ohio Nut and Bolt Co. shall cease work immediately upon receipt of such notice but will be entitled to claim reimbursement for all costs incurred or committed plus a normal profit on the work processed to the point of termination. Work completed or in process shall become the property of customer upon settlement of any termination claim.

4. Delays: Buckeye Fasteners/Ohio Nut and Bolt Co. shall not be liable for any loss or damage resulting from delays in filling this order, whether due to strikes, fires, accidents, transportation delays, shortages of raw materials or equipment failures, or to any other reason beyond its control. Buckeye Fasteners/Ohio Nut and Bolt Co. will use its best efforts to deliver the products within the shipment period agreed upon. Failure to deliver or delay in delivery of any installment of an order for any reason shall not affect the obligations of the parties with respect to the balance of the order. Buckeye Fasteners/Ohio Nut and Bolt Co. reserves the right, in the event of a product shortage, to allocate its production and shipments among customers on such basis as it considers appropriate.

5. Returns: Products shall not be returned without prior approval of Buckeye Fasteners/Ohio Nut and Bolt Co. All returns shall be in accordance with instructions given by Buckeye Fasteners/Ohio Nut and Bolt Co.

6 Limited warranty: Buckeye Fasteners/Ohio Nut and Bolt Co. warrants that all products shipped against this order will conform to specifications and drawings submitted and that such products will be manufactured and inspected according to generally accepted applicable practices of companies manufacturing industrial fasteners. This warranty is made in lieu of all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. This warranty is void unless customer notifies Buckeye Fasteners/Ohio Nut and Bolt Co. of any rejections based on non-conformity to specifications or defects in the products within 90 days after receipt thereof by customer. Buckeye Fasteners/Ohio Nut and Bolt Co. will have the right to inspect rejected products at the delivery point within 15 days after its receipt of customer's notice of rejection. This warranty does not apply to any products, which are reworked or subjected to any type of additional processing by customer.

7. Limitation of liability: Customer's remedy hereunder shall be limited to the repair or replacement of the products rejected or refund of the purchase price thereof, at the option of Buckeye Fasteners/Ohio Nut and Bolt Co. Under no circumstances will Buckeye Fasteners/Ohio Nut and Bolt Co. be liable hereunder for incidental or consequential damages such as but not limited to damage or loss of other property or equipment, loss of profits or revenue, loss of use, cost of capital or claims of customer's customers; or for expenses incurred by customer or a subsequent user in repairing or replacing the rejected products.

8. Shipping tolerances: Buckeye Fasteners/Ohio Nut and Bolt Co. reserves the right to ship plus or minus 10% on all items.

9. Title: risk of loss: Title to the products will pass to customer upon delivery of the products to a carrier for shipment to customer, after which time customer will bear all risk of loss of or damage to the products. Notwithstanding the foregoing, Buckeye Fasteners/Ohio Nut and Bolt Co. reserves the right at any time prior to delivery to customer to reconsign the products and/or to change the terms of payment therefore, whenever, in its judgment, doubt arises as to customer's financial responsibility. We assume no Liability for any loss of or damage to merchandise or material while in transit to or from our factory, whether in trucks or vehicles owned by us, the customer, or any third person acting in our or the customer's behalf.

10. General: It is recognized that even after employing all the scientific methods known to us, hazards still remain in cold forming and /or machined parts. The provisions of this acknowledgement, which include the terms and conditions of sales, constitute the entire agreement between the parties with respect to the subject matter thereof, and such agreement supersedes all previous bids, offers, negotiations, representations and other communications, both oral and written, between the parties. Such agreement may not be changed or supplemented, nor may any provision thereof be waived, except by an instrument in writing signed by a duly authorized representative of each of the parties. Specifically, the terms and conditions of sales set forth in this acknowledgement may not be changed, modified or expanded nor otherwise affected by the provisions of any purchase order or other instrument furnished by customer, irrespective of whether there is a conflict between these terms and conditions of sales and those contained in any such purchase order or other instrument of customer. No agent, representative or employee is authorized to alter these conditions, except by written agreement and signed by an officer of Buckeye Fasteners/Ohio Nut and Bolt Co.

The customer agrees to accept the limits of liability as expressed in this statement to the exclusion of any and all provisions as to liability on the customer's own invoices, purchase orders or other documents. If the customer desires his own provisions as to liability to remain in force and effect, this must be agreed to in writing, signed by an officer of Buckeye Fasteners/Ohio Nut and Bolt Co. In such event, Buckeye Fasteners/Ohio Nut and Bolt Co. shall determine a different charge for our services, reflecting the higher risk to Buckeye Fasteners/Ohio Nut and Bolt Co. and the customer. Customers may bring no suit or action against Buckeye Fasteners/Ohio Nut and Bolt Co. unless brought within twelve months after a claim arises.

Customer agrees Buckeye Fasteners/Ohio Nut and Bolt Co. will have no liability in contract or tort for any special, indirect or consequential damages, arising from any reason whatsoever, including but not limited to personal injury, property damages, loss of profits, loss of production, recall inspection, repair costs or any other losses, expenses or liabilities allegedly occasioned by the work performed on the part of Buckeye Fasteners/Ohio Nut and Bolt Co.

It shall be the duty of the customer to inspect the merchandise immediately and prior to any further processing or assembly, and in any event claims must be reported prior to the time that any further processing, assembling or any work is undertaken. Our liability to our customers shall cease once any further processing, assembling or any other work has been undertaken on said material.

Until the purchase price of the goods and services purchased hereunder and all other amounts owing from buyer to seller are paid in full, seller retains and buyer grants seller a security interest in the goods described on the face hereof and in any other goods now or hereafter delivered to seller by buyer and in all proceeds of said goods. Buyer shall execute financing statements on request to evidence such security interest and hereby irrevocably appoints seller as its attorney-in-fact with authority to execute and file same on buyers behalf

No claims for shortage in weight or count will be entertained unless presented within five (5) working days after receipt of materials by the customer. Whenever we are given material with detailed instructions as to cold forming or machining our responsibility shall end with the carrying out of those instructions.

Payment terms are net 30 days from date of shipment. Buckeye Fasteners/Ohio Nut and Bolt Co. reserves the right to charge one and one half percent (1.5%) interest per month until any past due payments are paid in full. If customer requires product to be free of any foreign material, the customer must request a separate quotation for sorting and issue a purchase order for sorting. Parts will be manufactured to an industry standard level of 25 PPM.