

REARICK TOOLING/JIT GLOBAL ENTERPRISES, INC. TERMS AND CONDITIONS

ALL QUOTATIONS AND SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. PRICE AND DELIVERY TERMS ARE SUBJECT TO CHANGE IF BUYER WISHES TO CHANGE ANY TERMS OR CONDITIONS.

1. Agreement of Sale; Acceptance: Acceptance of any orders and sales of any goods are expressly conditioned upon the terms contained herein. Buyer's acceptance of any quotation may be by any reasonable and customary communication. Any terms and conditions which are in addition to or different than these terms and conditions, which are not separately agreed to in writing by an authorized representative of Rearick Tooling/JIT Global Enterprises, Inc. ("Rearick Tooling/JIT") are expressly objected to, rejected and shall not be binding on Rearick Tooling/JIT. Unless Buyer shall notify Rearick Tooling/JIT in writing to the contrary upon the earlier of (i) ten (10) days after receipt hereof or (ii) the date of shipment of goods hereunder, Buyer agrees that the sale and shipment by Rearick Tooling/JIT of the goods covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof and that Buyer expressly waives any rights available to it under Section 2-207 of the Uniform Commercial Code to contest any terms and conditions herein. Buyer will in any event be deemed to have assented to all terms and conditions herein if any part of the goods is accepted by Buyer or paid for by Buyer.

2. Entire Contract, Merger: This Agreement constitutes the final, complete and exclusive statement of all the terms of agreement between Rearick Tooling/JIT and Buyer. All prior oral or written agreement or understandings between the parties are merged into this Agreement. This Agreement constitutes notification of Rearick Tooling/JIT's objection to any and all terms and conditions of purchase contained in any document of Buyer (including but not limited to any proposal, order or confirmation) to the extent that such terms or conditions are additional to, different from, or inconsistent with, the terms and conditions set forth herein.

3. Price, Payment: The price to be paid by Buyer shall be the price in effect at the time the order is placed, unless otherwise specified in writing by Rearick Tooling/JIT. Buyer agrees that it shall be liable for any significant increase in the cost of materials purchased by Rearick Tooling/JIT to fulfill its obligations under this Agreement and prices may be adjusted by Rearick Tooling/JIT accordingly. Buyer hereby: (i) grant Rearick Tooling/JIT a security interest in the goods purchased by Buyer hereunder, including proceeds thereof; (ii) agrees that such goods shall constitute collateral for Buyer's debt to Rearick Tooling/JIT, including the payment provided for herein; and (iii) authorizes Rearick Tooling/JIT to file UCC-1s to evidence such security interests. Terms of payment for Buyer are net thirty (30) days from the date of invoice, unless Rearick Tooling/JIT specifies different terms of payment in writing. Any failure of Buyer to pay within the time period expressly agreed upon in writing by the parties shall constitute a material breach of this Agreement, permitting Rearick Tooling/JIT to suspend production, shipment or delivery under this or any contract with Buyer, and Buyer shall pay interest on the unpaid amount at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less. The prices and payment terms contained herein are expressly conditioned on Buyer's current financial condition and payment history. If any material change in Buyer's financial condition or payment history occurs during the term of this Agreement, Rearick Tooling/JIT reserves the right to require cash in advance, cash on delivery or other security, withhold delivery, or require other security for payment as it may in its sole discretion deem necessary. Rearick Tooling/JIT shall have, in addition, all other remedies permitted by law and equity and this Agreement, and if Rearick Tooling/JIT takes legal action to collect any amounts due hereunder, Buyer agrees to pay all courts costs and legal fees (including, without limitation, reasonable attorneys' fees) incurred by Rearick Tooling/JIT.

4. Taxes: The price of the goods does not include any taxes, duties, levies or similar charges now or hereafter imposed, directly or indirectly, by any Governmental authority or agency with respect to the manufacture, storage, sale, delivery, consumption or use of the goods covered by this agreement. Buyer shall pay all such taxes directly or reimburse Rearick Tooling/JIT for any such taxes (excluding any income taxes payable by Rearick Tooling/JIT) which it may be required to pay.

5. Deliveries, Shipment; Title; Risk of Loss: Any date of delivery provided herein is an approximation and shall not be deemed to represent a fixed or guaranteed shipping date. In the event that Rearick Tooling/JIT does not make delivery or shipment on any date specified, Rearick Tooling/JIT shall provide Buyer with notice of a revised delivery or shipment date. If Buyer does not object to the revised delivery or shipment date within three (3) days of the date of such notice, Buyer will be deemed to have conclusively accepted the revised delivery or shipment date and waived any claim(s) against Rearick Tooling/JIT for late delivery, shipment or otherwise. Rearick Tooling/JIT shall have the right to deliver the goods at one time or in installments within the time of delivery herein provided. Rearick Tooling/JIT shall deliver goods free from defects, either cosmetic or dimensional. Upon receipt of goods, the

Buyer shall perform an incoming receipt inspection for flaws/defects. In the event of defects, Rearick Tooling/JIT shall, at its discretion, repair/replace nonconforming goods. Cosmetic flaws must be reported to Rearick Tooling/JIT by the Buyer within seven (7) days of receipt. Dimensional flaws must be reported to Rearick Tooling/JIT by the Buyer within thirty (30) days of receipt. Failure to report nonconforming goods within the previously stated timeframes will result in forfeit of repair/replacement service eligibility. The delivery of nonconforming goods, or a default of any nature, in relation to one or more installments of delivery of goods under this agreement shall not substantially impair the value of this Agreement as a whole and shall not constitute a breach of this Agreement as a whole. The goods shall be shipped FOB Rearick Tooling/JIT's shipping point, unless Rearick Tooling/JIT specifies different shipping terms in writing. Title and risk of loss shall pass to Buyer upon delivery to the carrier. Buyer shall bear all costs of shipment, which shall be in addition to the invoiced price of any goods subject to this Agreement.

6. Force Majeure: Rearick Tooling/JIT shall be excused for delay in delivery, may suspend performance and shall under no circumstances be liable for failure to fulfill any order or orders when due to Acts of God, such as, but not limited to: fires, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties, delays, shortages or failure of the supply of materials, failure to have product or supplies in inventory, labor, fuel, power (at current prices), equipment, supplies or transportation, or by any law, rule, regulation, order or other action adopted or taken by any national, state or local governmental authority (including any orders, rules or regulations issued by any official or agency of such government) or by any other cause not reasonably within Rearick Tooling/JIT's control, whether or not specifically mentioned herein. In any time of shortage due to such causes, Rearick Tooling/JIT may prorate its supply among its customers in such a manner as it finds equitable.

7. Warranty: Rearick Tooling/JIT warrants only that the goods manufactured by Rearick Tooling/JIT, when shipped, are free from defects in materials and workmanship and shall conform to this Agreement, except for such defects as may arise as a result of the manufacture of the goods to Buyer's specifications. Such warranty with respect to manufactured components shall extend for three (3) months from delivery. If Buyer has furnished the drawings and specifications for the goods, Rearick Tooling/JIT warrants that the goods shall conform to Buyer's drawings and specifications. During the design, manufacturing and development of products, Rearick Tooling/JIT reserves, and Buyer hereby grants Rearick Tooling/JIT, the authority to make decisions on non-critical dimensions that are beyond the allowable print specifications. Decisions will be made by qualified personnel using normal industry tooling practices and Rearick Tooling/JIT's manufacturing practices. Buyer agrees that its sole and exclusive remedy shall be that Rearick Tooling/JIT replaces the nonconforming goods, FOB Rearick Tooling/JIT's plant. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, WRITTEN OR ORAL. REARICK TOOLING/JIT HEREBY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

8. Disclaimers; Limitations of Liability: It shall be Buyer's responsibility to ensure that the goods purchased from Rearick Tooling/JIT are installed and operated in a proper and safe manner. Buyer is responsible for all operation and safeguarding of said goods. BUYER ACKNOWLEDGES SOLE RESPONSIBILITY SHOULD IT INSTALL OR CHANGE GUARDS, SAFETIES, WARNINGS OR OTHER COMPONENTS OF GOODS PURCHASED UNDER THIS AGREEMENT. REARICK TOOLING/JIT NEITHER MAKES NOR ASSUMES LIABILITY UNDER ANY WARRANTY, WHETHER CONTRACTUAL, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, FOR ANY INJURIES OR DAMAGES THAT RESULT FROM BUYER'S REMOVAL, REPLACEMENT OR ALTERATION OF GOODS. BUYER'S DECISION TO UNILATERALLY MODIFY ANY GOODS PROVIDED BY REARICK TOOLING/JIT OPERATES TO VOID ANY EXISTING OR IMPLIED SELLER WARRANTY. REARICK TOOLING/JIT DOES NOT WARRANT THE USE OF ITS SUPPLIED GOODS IN COMBINATION WITH OTHER MATERIALS OR EQUIPMENT THAT IS NOT PROVIDED BY REARICK TOOLING/JIT. BUYER SPECIFICALLY UNDERSTANDS AND AGREES THAT UNDER NO CIRCUMSTANCES WILL REARICK TOOLING/JIT BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, DAMAGES OR LOSSES AS A RESULT OF BUYER'S INABILITY TO OPERATE OR THE SHUTDOWN OF ITS PLANT OR OPERATIONS, LOSS OF USE OF THE GOODS OR ASSOCIATED GOODS, COSTS OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, THE INABILITY TO FULFILL CONTRACTS WITH THIRD PARTIES, INJURY TO GOODWILL, OR THE CLAIMS OF CUSTOMERS, NOR SHALL IT EXTEND TO DAMAGES OR LOSSES BUYER MAY SUFFER OR INCUR AS A RESULT OF CLAIMS, SUITS OR OTHER PROCEEDINGS MADE OR INSTITUTED AGAINST BUYER BY THIRD PARTIES, INCLUDING GOVERNMENTAL ENTITIES. PURCHASER ASSUMES ALL RISKS OF DAMAGE TO PROPERTY AND OF INJURIES TO PERSONS, INCLUDING DEATH, RELATED THERETO. EXCEPT AS PROVIDED IN PARAGRAPH 10, REARICK TOOLING/JIT'S LIABILITY SHALL BE LIMITED TO THE PRICE ALLOCABLE TO THE GOODS, OR PARTS THEREOF, WHICH GIVE RISE TO A CLAIM. THIS EXCLUSION IS APPLICABLE TO CLAIMS FOR BREACH OF WARRANTY, TORTIOUS CONDUCT OR ANY OTHER CAUSE OF ACTION AGAINST REARICK TOOLING/JIT.

9. Compliance with Laws and Regulations: Compliance with all applicable laws, codes and regulations relating to the goods and their use is the sole responsibility of Buyer, and Rearick Tooling/JIT makes no warranty or representation with respect thereto. Buyer agrees to comply with all such laws, codes and regulations (including export administration regulations) and assumes the responsibility for providing and installing any and all devices for the protection of safety and health relative to the goods. Certain goods manufactured by Rearick Tooling/JIT may be subject to export administration regulations. Buyer shall be responsible for the timely obtaining of any required authorizations. Buyer agrees that it shall not make any use of the goods except as expressly permitted under the export control and regulations of the United States. Buyer must notify Rearick Tooling/JIT promptly if any good or services or technical data associated therewith which are the subject of this Agreement are listed on the U.S. Munitions List or otherwise relate in any way to the International Traffic in Arms Regulations (ITAR, 22 CFR 120-130), and/or (ii) the commerce Control List and, as such, is subject to the Export Administration Regulations (EAR, 15 CFR 730-799) or other export control laws. Technical data that is controlled by the ITAR or the EAR may not be given to foreign persons (including foreign corporations) by a U.S. person unless and until the U.S. person has obtained the appropriate export license and/or approvals from the U.S. Government.

10. Patents and Patent Indemnity: Buyer shall indemnify and hold Rearick Tooling/JIT, together with its affiliated companies, and the officers, directors, employees, and agents of each, harmless from and against any and all losses, damages, liabilities, claims, demand, suits and expenses (including reasonable attorney's fees) that such entities may incur arising out of: (1) an allegation that the use of the Warranted Goods, either in combination with other material or equipment not supplied by Rearick Tooling/JIT, or in the operation of any process, infringes any enforceable patent; or (2) an allegation that the Warranted Goods infringe any patent when such Warranted Goods were manufactured pursuant to Buyer's proprietary designs or specifications and were not normally offered for sale by Rearick Tooling/JIT; or (3) Buyer's failure to comply with the provisions herein. With respect to manufacturing and/or production services provided by Rearick Tooling/JIT under this Agreement, Rearick Tooling/JIT does not warrant infringement; Buyer represents and warrants that the design for all such production products delivered, and services performed, pursuant to this Agreement and the sale or use thereof do not infringe any third-party intellectual property rights, including but not limited to patent, trade secret, copyright or trademark rights.

11. Buyer's Default; Termination: Without prejudice to any other rights or remedies available to Rearick Tooling/JIT, Rearick Tooling/JIT shall have the right and option to immediately terminate this Agreement upon written notice to Buyer in the event of the occurrence of one or more of the following: (1) if Buyer breaches any of the terms or conditions of this Agreement, including, but not limited to, failure to perform any obligation hereunder or make any payment due hereunder; or (2) if the financial condition of Buyer at any time is such as to give Rearick Tooling/JIT, in its judgment, reasonable grounds for insecurity concerning Buyer's ability to perform its obligations under this Agreement.

12. Proprietary Information: Rearick Tooling/JIT has a proprietary interest in certain information that may be furnished to Buyer hereunder, including, but not limited to, the design of the goods and parts thereof manufactured and/or distributed by Rearick Tooling/JIT. Buyer will not use any such information furnished hereunder for any purpose other than for operation and maintenance of the goods delivered hereunder or for any other purpose explicitly intended by Rearick Tooling/JIT. Buyer will impose similar obligations on its employees and agents (including any affiliates or parent entities). Buyer's obligations under this section do not apply to information that is known to the public or becomes known to the public through no fault of Buyer or its affiliates, employees or agents.

13. Confidentiality: During the course of Buyer's dealings with Rearick Tooling/JIT hereunder, Buyer may gain access to sensitive and/or confidential proprietary information relating to the goods, the technology and proprietary information embodied in the manufacturing process, the operation of Rearick Tooling/JIT's business, or the business of Rearick Tooling/JIT's affiliated companies. Buyer agrees not to use or disseminate any such proprietary information without first obtaining Rearick Tooling/JIT's prior written approval. This obligation applies to Buyer as well as to its parent and affiliated companies and shall extend beyond the expiration or termination of this Agreement until rescinded in writing by Rearick Tooling/JIT.

14. Intellectual Property: Buyer shall not use, either directly or indirectly, in whole or in part, any trademark, service mark, trade name, corporate name, or other mark, name, title, or term that is now owned, created, used or licensed by Rearick Tooling/JIT, or hereafter may be owned, created, used or licensed by Rearick Tooling/JIT (collectively, Rearick Tooling/JIT's "Trade Names") except in the manner and to the extent that Rearick Tooling/JIT may specifically authorize in writing prior to any such use. The sale of goods hereunder does not convey any license by implication, estoppel or otherwise, relative to the patents for the goods. Unless otherwise agreed by the parties in writing, all tooling and intellectual property rights related thereto will remain the property of Rearick Tooling/JIT. By

this Agreement, Rearick Tooling/JIT is not granting to Buyer any right, title or interest in or to any of its intellectual property rights, including, but not limited to, any patent, copyright, or Trade Names, all of which are exclusively owned by and reserved to Rearick Tooling/JIT. The expiration, termination, cancellation or breach of this Agreement, on whatever grounds and by whosoever affected, shall not affect Rearick Tooling/JIT's exclusive ownership of the Trade Names, copyrights, and patents referenced herein.

15. **Special Tooling:** Unless otherwise specifically provided in a signed writing agreed upon by the parties, special tooling developed by Rearick Tooling/JIT to perform its obligations under this Agreement shall be the property of Rearick Tooling/JIT. Special tooling supplied to Rearick Tooling/JIT by Buyer or special tooling developed by Rearick Tooling/JIT subject to reserved property rights of Buyer ("Buyer's Special Tooling") shall be maintained by Rearick Tooling/JIT with reasonable care, but at Buyer's risk of loss or damage. Buyer may, at its option and discretion, elect to insure any Buyer's Special Tooling. Upon completion of any contract obligation(s) relating to or involving Buyer's Special Tooling, Rearick Tooling/JIT will hold Buyer's Special Tooling for disposal in accordance with Buyer's instructions. In the event that Buyer does not claim Buyer's Special Tooling within two (2) years after completion of Rearick Tooling/JIT's deliveries under this Agreement, then Buyer's Special Tooling shall be forfeited and Rearick Tooling/JIT shall have the right to take ownership of and may dispose of Buyer's Special Tooling without notice or liability to Buyer.

16. **Assignment:** Any assignment of this agreement shall be void without the other party's consent, which shall not be unreasonably withheld.

17. **Cancellations or Change Orders:** In the event Buyer cancels this agreement after acceptance of Rearick Tooling/JIT's quotation, Buyer agrees to pay Rearick Tooling/JIT, as liquidated damages and not as a penalty, the greater of ten percent (10%) of the contract price quoted or the full amount of Rearick Tooling/JIT's expenditures for raw materials, unamortized tooling, labor, handling and overhead, all work completed, in progress but not delivered, plus a cancellation charge of fifteen percent (15%) of the total amount thereof. Any technical, quantity delivery or other change requested by Buyer shall be in writing and shall be construed as a request to renegotiate the contract without prejudice to the rights of Rearick Tooling/JIT under the agreement. If goods to be changed are finished and ready for shipment, title shall pass to Buyer and Buyer shall be liable for the full contract price thereof. If any part thereof shall be in process, and Rearick Tooling/JIT in its discretion consents to the change order, then Buyer may be required to pay a change order charge based on the contract price and measured by the degree of completion of the goods on the date when the change order is received.

18. **Incidental Charges:** Any special packaging requirements, source inspection by Buyer on the premises of Rearick Tooling/JIT, or other requirements not expressly provided for shall be subject to additional charges by Rearick Tooling/JIT.

19. **Quantity Differences:** Rearick Tooling/JIT reserves the right to over or under ship quantities in excess of 100 pieces by 5% of the stated purchase order quantity. Any quantity differences other than stated above, Buyer shall be deemed to have accepted the numerical account of goods shipped unless Buyer notifies Rearick Tooling/JIT in writing of any claim within ten (10) days of delivery to Buyer.

20. **Buyer Supplied Raw Materials or Semi-finished Materials:** In the event that Buyer requires Rearick Tooling/JIT to perform work on raw materials or semi-finished goods supplied by Buyer but not purchased by Rearick Tooling/JIT from Buyer, Buyer shall supply an adequate excess to allow for losses associated with the performance of services by Rearick Tooling/JIT on customer supplied material. If Rearick Tooling/JIT scraps any such materials, Rearick Tooling/JIT shall not be liable to Buyer for any such scrapped materials. Buyer warrants that any raw or semi-finished materials shall be suitable for the operations to be performed by Rearick Tooling/JIT and shall be free from defects in workmanship and/or materials. If any of the Buyer supplied raw or finished materials are discovered to be defective during processing, Buyer shall promptly deliver suitable replacements at no charge to Rearick Tooling/JIT. Buyer shall pay Rearick Tooling/JIT for all work performed through the time the defects in any such materials are discovered.

21. **Waivers:** The failure of Rearick Tooling/JIT to insist upon strict performance of any of the terms and conditions hereof, or its acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall not be deemed a waiver of any rights or remedies that Rearick Tooling/JIT may have or a waiver of any subsequent breach or default, whether of a similar or different nature.

22. **Governing Law, Choice of Law and Venue:** It is agreed that the substantive and procedural laws of the Commonwealth of Pennsylvania, U.S.A., including the Uniform Commercial Code as in effect on the date hereof, shall apply in all respects to the interpretation and enforcement of this Agreement, without reference to choice of laws principles. Buyer irrevocably consents to the jurisdiction of the courts of the Commonwealth of Pennsylvania, with venue in Butler County or, in the alternative and to the extent that a basis for federal jurisdiction exists, in the United States District Court for the Western District of Pennsylvania. Buyer waives its objection to such forums, whether on the basis of inconvenience, lack of personal jurisdiction or otherwise.

23. **Mediation:** If a dispute arises out of or relates to this Agreement and cannot be settled through negotiation, then Buyer agrees first to try in good faith to settle the dispute by mediation (under the Commercial Mediation Rules of the American Arbitration Association) before resorting to any other dispute resolution procedure, including, but not limited to, litigation.

24. **Severability:** If any provision herein is held to be invalid or unenforceable, such provision shall be deemed to be of no force and effect and this Agreement shall continue in full force and effect and shall be construed as if such provision had not been included herein.

25. **Notices:** Any notice given by either party to the other in connection with this Agreement will be delivered to the other in writing at its normal business address. Any such notice will be deemed received if delivered personally, by certified or prepaid U.S. Mail, by private courier or by facsimile transmission showing evidence of receipt. Notice via email transmission is only effective if acknowledged by a Rearick Tooling/JIT representative by reply email transmission.