

TERMS AND CONDITIONS OF SALE

The following provisions apply to all sales of products (individually, a "Product" and collectively, "Products") to you by ABS Precision Machining, LLC ("ABS").

1. **ACCEPTANCE.** ALL ORDERS FOR PRODUCTS ARE SUBJECT TO ACCEPTANCE BY ABS. CONTRACT FORMATION BETWEEN YOU AND ABS IS HEREBY EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN AND IN ANY INVOICE OR OTHER DOCUMENTS PROVIDED BY ABS IN CONNECTION WITH THE SALE OF ITS PRODUCTS (ALL OF SUCH TERMS AND CONDITIONS BEING REFERRED TO HEREIN COLLECTIVELY AS THESE "TERMS"). ORDERING ANY PRODUCTS FROM ABS SHALL INDICATE YOUR EXPRESS ASSENT TO BE BOUND BY THESE TERMS. THESE TERMS SHALL SUPERSEDE ALL TERMS AND CONDITIONS IN YOUR PURCHASE ORDER OR OTHER PURCHASE DOCUMENTS, IF ANY, AND ALL SUPPLEMENTS AND AMENDMENTS THERETO, WHETHER SUBMITTED TO ABS BEFORE, ON OR AFTER THE DATE OF SALE, AND THESE TERMS, AND ONLY THESE TERMS, SHALL CONSTITUTE THE COMPLETE AND FINAL AGREEMENT BETWEEN YOU AND ABS WITH RESPECT TO THE SALE OF ABS' PRODUCTS. ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS PROPOSED BY YOU AT ANY TIME, WHETHER PROPOSED BEFORE, ON OR AFTER THE DATE OF SALE, ORALLY OR IN WRITING, UNLESS SUCH TERMS AND CONDITIONS ARE AGREED TO IN WRITING BY A DULY AUTHORIZED REPRESENTATIVE OF ABS, ARE HEREBY REJECTED IN THEIR ENTIRETY BY ABS AND SHALL BE DEEMED A MATERIAL ALTERATION OF THESE TERMS. BY WAY OF CLARIFICATION ONLY, IN NO EVENT SHALL ANY ORDER ACKNOWLEDGEMENT OR SIMILAR DOCUMENTS PROVIDED TO YOU BY ABS, OR ABS' SALE OF PRODUCTS TO YOU, BE CONSTRUED AS AN ACCEPTANCE OR CONDITIONAL ACCEPTANCE OF ALL OR ANY PORTION OF YOUR PURCHASE ORDER OR OTHER PURCHASE DOCUMENTS, IF ANY, UNDER UNIFORM COMMERCIAL CODE SECTION 2-207 OR ANY COMPARABLE OR SUCCESSOR PROVISION THERETO UNDER APPLICABLE LAW, FOREIGN OR DOMESTIC, WHETHER SUBMITTED BEFORE, ON OR AFTER THE DATE OF THE SALE, NO COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY TO ANY SALE OF ABS' PRODUCTS UNLESS EXPRESSLY AGREED TO IN WRITING BY ABS.
2. **PRICE.** Products are invoiced at the standard prices in effect at the time of your order or at the price specially quoted by ABS, as the case may be. Unless expressly agreed to in writing by ABS, ABS' prices do not include sales, use, value-added and other taxes and charges, including, but not limited to, boxing, packing and shipping, which ABS may be required to pay in connection with the sale and/or transportation of Products. You agree, upon request by ABS, to promptly reimburse ABS in full for all such taxes and charges. Subject to the limited warranty set forth in Paragraph 5, below, ABS shall review the statutory and regulatory requirements expressly set forth in any written purchase order ABS accepts from you.
3. **DELIVERY.** [All Products are shipped F.O.B. ABS' manufacturing facility (the "Facility"). All Products are shipped by carrier(s) of ABS' choice, unless you specifically requested in writing, at the time of order, that such products be shipped by your designated carrier, in which case such products are shipped F.O.B. the Facility, Freight Collect.] Any delay in delivery, or loss or damage to products, arising during transport shall be the sole responsibility of the applicable carrier and ABS shall have no liability therefor. If ABS is unable to meet any shipping date requested by you, you shall have no claim for damages, whether incidental, consequential, punitive or otherwise (even if ABS has been advised of the possibility of such damages), resulting from any such delay in delivery. Any delay in delivery shall not relieve you of your obligation to pay for products.
4. **PAYMENT.** Payment for Products must be made in U.S. dollars within 30 days of the invoice date unless otherwise agreed in writing by ABS.
5. **WARRANTY AND LIABILITY LIMITATION.** ABS warrants to you, and only you that all Products sold to you were, at the time of shipment from the facility, free from defects in material and workmanship. The foregoing warranty shall not apply to and ABS shall not be liable for any damage or loss relating to (i) any parts or other material supplied by you or other third persons, (ii) Products that shall have been subjected to unauthorized alteration or modification, negligence, accident, damage by circumstances beyond ABS' control, improper operation, maintenance or storage, or that were repaired by any party other than ABS or an authorized representative thereof, or (iii) components not manufactured by ABS which are warranted by the original manufacturer (ABS agrees to assign to you any respective warranties from parts not manufactured by ABS). If any Products do not conform to the foregoing warranty, and if you report such nonconformity to ABS within the 90-day warranty claim period referred to below, ABS shall, at its option, either replace such nonconforming Products without cost to you or refund to or credit you for the invoice price of such Products. Such replacement, refund or credit shall be ABS' sole obligation with respect to any warranty or other claim relating to any Product sold to you. In no event shall ABS have any liability for any damages, whether incidental, consequential, punitive or otherwise (even if ABS has been advised of the possibility of such damages), for any breach of warranty or any other act, omission, default or breach, including, but not limited to, any liability for lost profits, product recall costs or any loss of business or goodwill.

You shall inspect all Products promptly upon receipt and shall give written notice to ABS of any claims based on the aforementioned warranty as soon as practicable, but in any event within 90 days of delivery to you of such Products. If you claim that any Product does not meet the aforementioned warranty, you shall make such Product available to ABS, upon its request, so that ABS may conduct its own analysis. If you fail to give written notice to ABS of a claim with respect to any Product within 90 days after delivery thereof as provided above, such Product shall be deemed to conform to ABS' warranty and you shall be deemed to have irrevocably accepted such Product and shall be obligated to pay for it in accordance with these Terms. Products shall not be returned to ABS without ABS' prior written authorization. THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR SERVICE CONDITION, SERVICE OVER ANY PERIOD OF TIME, OR NONINFRINGEMENT, EACH OF WHICH ABS HEREBY EXPRESSLY DISCLAIMS IN ITS ENTIRETY.

6. **EXCLUSION OF CERTAIN DAMAGES AND DISCLAIMER OF LIABILITY.** ABS' liability, with respect to breaches of warranty, shall be limited as provided in Paragraph 5 hereof. With respect to other breaches of contract, ABS' liability shall in no event exceed the purchase price of the affected Products and/ or parts purchased from ABS. ABS SHALL NOT BE SUBJECT TO AND DISCLAIMS (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS OR PARTS SOLD BY SUPPLIER, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY AND SIMILAR DAMAGES WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ABS SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PENALTIES (INCLUDING ADMINISTRATIVE PENALTIES), SPECIAL OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, FACILITIES OR SERVICES, DOWNTIME, SHUTDOWN OR SLOWDOWN COSTS, SPOILAGE OF MATERIAL, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS.
7. **CANCELLATIONS AND MODIFICATIONS.** You may not cancel or make any changes to your order without the prior written consent of ABS.
8. **INDEMNIFICATION.** To the maximum event allowed by law, you shall defend, indemnify and hold harmless ABS and each of its directors, officers, employees, shareholders, affiliates, agents, representatives, successors and assigns (each, an "Indemnified Party") from and against any and all claims, actions, demands, legal proceedings, judgments, settlements, sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including, but not limited to, reasonable attorneys' fees) that any Indemnified Party may incur or be legally obligated to pay as a result of (i) your negligence, use, ownership, maintenance, transfer, transportation or disposal of any products; (ii) any infringement or alleged infringement of the intellectual property rights of third parties arising from your plans, specifications or adjustment of products ordered by you; (iii) your violation or alleged violation of any federal, state, county, local or foreign laws or regulations, including, but not limited to, the laws and regulations governing product safety, labeling, packaging and labor practices; or (iv) your breach of any of these Terms. ABS' remedies under these Terms are cumulative and in addition to any other remedies available to ABS at law, in equity, by contract or otherwise. No purported limitation on ABS' remedies contained in any purchase order or other agreement, instrument or document provided by you shall operate to reduce your indemnification obligations hereunder.
9. **CONFIDENTIALITY.** You agree that all information of a business or technical nature imparted, disclosed or otherwise made available to you with respect to Products ordered by you or ABS' business, whether before, on or after the date of sale, including, without limitation, information relating to manufacturing, pricing, costs, product designs or specifications and new product development (collectively, "Confidential Information"), shall be kept confidential by you and your employees, agents, affiliates, contractors or representatives (collectively "Representatives") during the term hereof and for a period of two (2) years following the date of sale, and shall not be used during such period except as contemplated herein nor disclosed or disseminated to any person or entity during such period other than your employees who have a need to know such information in order to enable you to perform your obligations hereunder. The confidentiality obligations set forth above shall exclude information that : (a) becomes generally available to the public other than as a result of a disclosure by you or your Representatives; (b) was rightfully available to you on a non-confidential basis prior to the disclosure by ABS; (c) becomes rightfully available to you from a source other than ABS, provided that such source does not have an obligation to ABS relating to the same; or (d) is disclosed pursuant to the requirement of a governmental authority, provided that you shall provide reasonable advance notice thereof to enable ABS to see a protective order or otherwise prevent such disclosure.
10. **SET-OFF.** ABS may, at any time and from time to time, set-off any amount owing from ABS to you or any of your affiliates against any amount owing by you or any of such affiliates to ABS.
11. **NON-WAIVER.** ABS' failure to enforce any provisions of these Terms shall not operate as a complete or partial waiver of such provisions or rights and the same shall remain in full force and effect.

12. **FORCE MAJEURE.** ABS shall not be liable to you or any other person for any delay in delivery or failure to deliver Products, directly or indirectly caused by fire, explosion, accident, flood, labor difficulties, strike or stoppage, inadequate supplies of material, shortage, ware, act of terrorism, act or regulation of any government body, act of God or any other circumstance or cause beyond the commercially reasonable control of ABS.
13. **ASSIGNMENT.** You may not assign any of your rights or obligations under your purchase order or these Terms without the prior written consent of ABS and any attempted assignment without such consent shall be null and void.
14. **SEVERABILITY.** If any provision of these Terms shall under any circumstances be deemed invalid or inoperative, these Terms shall be construed with such invalid or inoperative provision deleted, and the rights and obligations of the parties shall be construed and enforced accordingly.
15. **ARBITRATION.** Any dispute, controversy or claim arising out of or relating in any way to these Terms including without limitation any dispute concerning the construction, validity, interpretation, enforceability or breach of the Terms, shall be exclusively resolved by binding arbitration. In the event of a dispute, controversy or claim arising out of or relating in any way to the Terms, the complaining Party shall notify ABS in writing thereof. Within thirty (30) days of such notice, management level representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within thirty (30) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. **The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after two years from when the aggrieved party knew or should have known of the controversy, claim, dispute or breach.** This agreement to arbitrate shall be specifically enforceable. A party may apply to any court with jurisdiction for interim or conservatory relief, including without limitation a proceeding to compel arbitration. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within twenty (20) days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association in accordance with the terms of this agreement. The arbitrator shall have ten (10) years of experience in commercial law and also shall have served as an arbitrator at least three (3) times prior to their service as an arbitrator in this arbitration. The arbitration shall be conducted in accordance with the then existing Commercial Rules of the American Arbitration Association. The arbitration shall be conducted in Milwaukee, Wisconsin. The laws of the State of Wisconsin shall be applied in any arbitration proceedings, without regard to principles of conflict of laws. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall constitute a basis for challenging the award. Except as may be required by law, neither party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The Parties shall not be entitled to discovery in arbitration except that any Party shall be entitled to request no more than one thousand (1,000) pages of documents and to take three (3) depositions not to exceed eight (8) hours for each deposition. Any Party shall be entitled to depose any expert who will testify in the arbitration proceeding but shall pay the regular hourly rate of such expert during such deposition. In addition to the foregoing, any Party shall be entitled to take the deposition of a witness who will testify at the arbitration but who is unavailable to testify at the hearing to preserve such witness' testimony for the arbitration hearing. The parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten (10) days before the arbitration hearing. The arbitrator shall have no authority to award punitive, consequential, special or indirect damages. The arbitrator shall be entitled to issue injunctive and other equitable relief. The arbitrator shall award interest from the time of the breach of award at the rate of 1% plus the Federal Reserve prime rate as indicated on January 1 of the year in which the judgment is entered. The cost of arbitration proceeding and any proceeding in court to confirm or to vacate any arbitration award, as applicable including, without limitation, reasonable attorneys' fees and costs, shall be borne by the unsuccessful party, as determined by the arbitrator, and shall be awarded as part of the arbitrator's award. It is specifically understood and agreed that any party may enforce any award rendered pursuant to the arbitration provisions of this Section by bringing suit in any court of competent jurisdiction. The parties agree that the arbitrator shall have authority to grant injunctive or other forms of equitable relief to any party. This Section shall survive the termination or cancellation of these Terms. Each party shall pay its own proportionate share of arbitrator fees and expenses and the arbitration fees and expenses of the American Arbitration Association. The arbitrator shall be entitled to award the foregoing arbitration and administrative fees and expenses as damages in his/ her discretion.
16. **MODIFICATION.** These Terms shall not be amended, supplemented or otherwise modified except by a written agreement executed by duly authorized representatives of you and ABS.
17. **BINDING EFFECT.** These Terms shall be binding on, and inure to the benefit of, both you and ABS and our respective successors and assigns.
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