

1. **PRIMACY OF SELLER'S TERMS AND CONDITIONS.** Any order, including written purchase orders, electronic orders, or any other writings or communications constituting an order of goods, delivered by the buyer of the goods sold (the "Buyer") to Lutco, Inc. (the Seller) shall be construed as an acceptance of the Seller's offer to sell its goods in accordance with the terms and conditions of sale set forth herein. This document contains all the terms and conditions of the agreement between Seller and Buyer with respect to the goods sold to the exclusion of any terms and conditions incorporated in Buyer's order or other documents of Buyer. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's acceptance of the terms and conditions of sale contained herein. The Buyer, upon placing an order, is presumed to have accepted all the terms and conditions without modification. No alteration, waiver, modification of or addition to these terms and conditions of sale shall be binding on the Seller unless specifically agreed to in writing by a person authorized by the Seller to accept such different or inconsistent terms or conditions.
2. **ORDER ACCEPTANCE BY SELLER.** All orders received by the Seller are subject to acceptance or rejection by Seller after its receipt of the same at its home office.
3. **PRICE.** Unless otherwise agreed to in writing by Seller (a) all prices, quotations, shipments and deliveries by Seller are FOB shipping point, freight collect; (b) all prices are subject to change without notice and the prices to be paid by Buyer will be in accordance with Seller's prices in effect on the day of Seller's acceptance of Buyer's order; (c) prices do not include shipping charges, insurance charges or taxes of any kind, all of which are the responsibility of, and must be paid by, Buyer.
4. **DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise agreed to by Seller, Seller's obligation is to deliver the goods to a carrier at the shipping point. The Seller reserves the right to produce and ship all or any part of the goods specified in any order from any of its plants or facilities or those of its suppliers. Seller will use all reasonable efforts to comply with Buyer's requests as to method of transportation, but Seller reserves the right to use an alternate method of transportation whether or not at a higher cost to the Buyer, if the method specified by Buyer is deemed by Seller to be unavailable or otherwise unsatisfactory. Seller will make reasonable commercial efforts to meet any estimated performance or shipment date set forth on a quotation or purchase order, however the failure to perform or ship on such dates shall not be considered a breach by Seller and Seller shall not be liable for any loss or damages of any kind due to delay in performance or shipment. The Seller reserves the right to divide deliveries and invoice each delivery separately. Delivered lots are subject to quantity variations of $\pm 10\%$. Title and risk of loss passes to Buyer at the moment of Seller's delivery of the goods to the carrier at the shipping point. Although Seller may assist Buyer in connection with pursuing any claim of damages sustained during shipment, Seller shall not thereby assume any obligations for such damage or continued to assist Buyer in the presentation of its claim to any carrier.
5. **CLAIMS.** The Buyer must inspect or test all goods upon actual receipt. Buyer waives any right to assert any claim against Seller arising from any defects, damages or shortages which would have been observable upon reasonable inspection or testing at the time of delivery, unless Seller is advised of such defects, damages or shortages within ten (10) days after receipt of the defective goods by Buyer, a period which the parties agree is reasonable for this purpose. All other claims under the Seller's warranty must be made within thirty (30) days of the discovery of the defect. Buyer must obtain shipping instructions from Seller prior to returning the goods to Seller for repair or replacement. Unless otherwise agreed, return goods must be shipped freight prepaid or they will not be accepted by the Seller.
6. **PAYMENT.** Except as otherwise provided below, payment for each order shall be made within thirty (30) days from the date of invoice. If complete payment is not made when due, the unpaid balance shall bear interest at the rate of 1 1/2% per month until paid. The Buyer shall be responsible for all costs of collection including reasonable attorney's fees. The Seller reserves the right to require alternative payment terms including, without limitation, letters of credit, payment in advance, or the imposition of credit limits. Seller may delay or cancel deliveries of goods to Buyer while Buyer is in default of its payment obligations. Buyer hereby grants, and Seller reserves, a purchase money security interest in each product purchased hereunder, and in any proceeds thereof for the amount of the purchase price of such Product. The Buyer shall have no set off or counterclaim rights whatsoever.
7. **CANCELLATIONS AND RETURNS.** Buyer may not cancel an order or return goods not otherwise subject to a warranty claim without the written consent of Seller, which Seller may withhold in its sole discretion. Seller's consent to any order cancellation or product return may be conditioned on Buyer's payment of a cancellation or restocking fee to be determined at the sole discretion of Seller.
8. **WARRANTY.** Seller warrants to the Buyer that for a period of one year from the date of delivery of goods to the Seller (the "Applicable Warranty Period") (i) Such good shall be free from defects in materials and workmanship, (ii) all stock goods shall conform to the published specifications in effect at the time of Seller's acceptance of the order for such goods and (iii) all goods customized to Buyer specifications will conform to the applicable specifications submitted by Buyer with or in advance of the applicable order. No claims under this warranty will be valid unless Buyer notifies Seller in writing within thirty (30) days of its discovery of each breach of foregoing warranty, but in any event prior to the expiration of the Applicable Warranty Period for such goods. This warranty does not cover ordinary maintenance, wear and tear within the normal consumable life of a good, abuse, improper use, alterations, repairs and installations which have not been performed by an authorized Seller's representative, and goods which have not been maintained, stored or operated in accordance with Seller's written instructions. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Seller will repair or replace, at its option, any goods (or parts thereof) which are covered by this warranty, and which are found by Seller to be defective. The Seller may provide a substitute good of equal or higher value to resolve a warranty claim. No such repair, substitution or replacement will extend the Applicable Warranty Period. When a warranty claim arises, Buyer must contact Seller to arrange return shipment to Seller with freight prepaid by Buyer. The risk of loss or damage to any goods returned by Seller will be with Buyer. The Seller will not be responsible for any labor charges incurred by Buyer in connection with a warranty claim.
9. **LIMITATION OF LIABILITY. THE REMEDY OF REPAIR OR REPLACEMENT PROVIDED FOR HEREIN IS BUYER'S EXCLUSIVE REMEDY IN THE EVENT OF AN ALLEGED BREACH OF THIS WARRANTY. IN ADDITION, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS, INCLUDING LOSS OF LIFE, DAMAGE TO PERSONAL PROPERTY OR THE PROPERTY OF OTHERS, OR ANY EXPENSE ARISING FROM THE SALE, USE OR INSTALLATION OF THE GOODS, FROM ANY BREACH BY THE SELLER OF ANY AGREEMENT BETWEEN BUYER AND SELLER OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT, OR REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER OR ITS AGENTS OR REPRESENTATIVES. BUYER'S MAXIMUM LIABILITY ARISING FROM THE SALE OR USE OF ANY GOOD SOLD TO BUYER UNDER THIS AGREEMENT WILL NOT EXCEED THE PURCHASE PRICE OF SUCH GOOD.**
10. **INDEMNIFICATION OF SELLER.** To the maximum extent allowed by law, Buyer must defend and indemnify Seller and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorney's fees) that Seller may incur and be obligated to pay as a result of: (a) Buyer's negligence, use, ownership, maintenance, transfer, transportation, or disposal of any goods sold to Buyer; (b) any infringement or alleged infringement of the industrial or intellectual property rights of others arising from any goods made to Buyer's non-standard specifications; (c) Buyer's violation or alleged violation of any federal, state, local or local laws or regulations; or (d) Buyer's breach of these terms and conditions of sale.
11. **OWNERSHIP OF TOOLS AND DIES.** The stamping industry considers dies, including their engineering and design, an integral part of the manufacturing processes of stampings. Therefore, payment of initial charges for dies, tools, jigs, fixtures, patterns and gauges supplied by the Seller (collectively, "Tooling") conveys neither ownership nor the right of removal from the Seller. Ownership, including the right of removal, may be obtained by the Buyer by negotiation and agreement between the Seller and Buyer, for a fair reimbursement of the cost of the design, development, experimental, work production, maintenance and storage of the Tooling. Seller agrees to keep dies in normal and reasonable state of good preservation as long as they remain in the Seller's control, but Seller accepts no responsibility for the operation of these dies when used in any other plant than Seller's plants, or after they have been once removed. Special dies paid for by the Buyer will be limited in use to Buyer's requirements except as otherwise authorized by Buyer in writing. Cost of adaptation, modification or excessive maintenance of Tooling furnished by Buyer will be charged to Seller. Dies inactive for a period of three years may, at the option of Seller, be scrapped upon notification of intent to do so by Seller to Buyer, and upon failure of Buyer to advise Seller to the contrary within 30 days. Any resulting scrap value of dies shall belong to Seller as payment in full for storage and maintenance costs. Payment for tool and die charges are payable upon billing to Buyer. Tools built by Seller are warranted for the life cycle of the parts and are owned by the Buyer. This means Buyer only pays Seller once for the tool. All maintenance will be done by the Seller, and Seller will not bill for additional tool expense in the future as long as the part dimensions remain the same. If a part change is requested, Seller shall evaluate if the

current tool could adapt to the change and if so, what that would cost. This cost would be the responsibility of the Buyer. If the Buyer requests to move production from Seller, a tool removal fee will be imposed and must be paid in full prior to the tool's release to the Seller. The standard removal fee is 1/3 of the initial build cost of the tool. This fee may be prorated dependent upon the production run on the tool to date. The fee will include all labor and materials required to palletize and prepare tooling to be picked up by a carrier of the Buyer's choice. All shipments will be FOB Seller's facility. Tooling charges are 50% with placement of order and 50% upon first article.

12. **ASSIGNMENT.** Buyer shall not assign any order or any interest therein without the written consent of Seller. Any such actual or attempted assignment without Seller's prior written consent shall entitle Seller to cancel the order upon written notice to the Buyer.

13. **VALIDITY OF SEPARATE CLAUSES.** If any provisions of this agreement shall be held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not be affected or impaired thereby.

14. **WAIVER.** No waiver, whether express or implied, by Seller of any of the terms or conditions hereof shall be deemed a continuing waiver or trade custom between the parties, but shall apply solely to the instance to which the waiver is directed.

15. **GOVERNING LAW.** The interpretation, construction and validity of these Terms and Conditions shall be governed by the laws of the Commonwealth of Massachusetts. The parties specifically disclaim the application of the United Nations convention on Contracts for the International Sale of Goods.

16. **DISPUTE RESOLUTION.** The Seller reserves the right to invoke the jurisdiction of any competent court to remedy or prevent violation of any provision of these terms and conditions of sale to otherwise protect its interest. Any dispute with Buyer may, at Seller's sole discretion, be resolved through binding arbitration in the Commonwealth of Massachusetts, pursuant to the commercial arbitration rules of the American Arbitration Association ("Arbitration"). Absent Seller's express written authorization, in the exercise of its sole discretion, in favor of a judicial forum for dispute resolution, Buyer's only forum is Arbitration. The results of Arbitration shall be final, binding and non-appealable, except as allowed by law.

17. **JURISDICTION AND VENUE.** Buyer irrevocably submits and agrees to the jurisdiction of the state courts of the Commonwealth of Massachusetts and the Federal courts, where appropriate, within the Commonwealth of Massachusetts, in any action, suit or proceeding between Buyer and Seller, and to the extent permitted by applicable law, Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim: (a) that Buyer is not personally subject to the jurisdiction of the state courts of the Commonwealth of Massachusetts and/or the federal courts, where appropriate, within the Commonwealth of Massachusetts; (b) that the venue of action, suit or proceeding is improper; (c) that the action, suit or proceeding is brought in an inconvenient forum; or (d) that the subject matter of an action suit or proceeding may not be enforced in or by the state courts of the Commonwealth of Massachusetts and/or the federal courts, where appropriate, within the Commonwealth of Massachusetts.

18. **PROVISION OF QUALITY DOCUMENTS.** Seller warrants that it will provide quality information to the Buyer in accordance with the policy stated below. All quotations to the Buyer and acknowledgements of the orders from the Buyer are based on that policy.

Seller's quoted prices are based on providing the following information only.

Initial sample inspection report and product (ISIR)

Product/Process

Material certifications

Process Flow Diagram

Control Plan

19. **COMPLIANCE AND REGULATORY.** Certain regulatory compliance services or requirements may result in additional charges.

20. **INTELLECTUAL PROPERTY.** Unless expressly agreed otherwise by the Seller in writing, Seller retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the goods and any services provided by Seller, and, except for the right to use the goods and

services that are the subject of the Agreement, Buyer obtains no rights to use any such intellectual property. Seller agrees to defend any suit or proceeding brought against Buyer by a third party to the extent such suit or proceeding is based upon a claim that the use of the standard catalog goods provided by Seller infringes any patent of the United States of America, provided Seller: promptly notified by Buyer in writing and given authority, information and assistance for Seller's defense of the same. Seller shall, at its option, (a) procure for Buyer the right to continue to use such goods, (b) modify such goods so that they become non-infringing, (c) replace such goods with non-infringing products, or (d) remove such goods and refund the purchase price. The foregoing will not be construed to include any agreement by Seller to accept any liability whatsoever in respect to patents for inventions including more than the standard catalog goods furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of such goods. The provision of goods or services by Seller does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of such goods or services with other devices or elements. The foregoing states the entire liability of Seller with regard to patent infringement. Notwithstanding the provisions of the preceding paragraph, Buyer shall hold Seller harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Buyer's designs or specifications or instructions.

21. **COMPANY'S RIGHT TO CURE.** If goods or services are tendered that do not fully comply with the provisions of the agreement and those goods or services are rejected by Buyer, Seller will have the right to cure within a reasonable time after written notice thereof by substituting a conforming tender whether or not the time for performance has passed.

22. **U.S. IMPORT & EXPORT REGULATIONS -** Buyer shall pay all handling and other similar costs from Seller's facility, including the costs of freight, insurance, export clearances, import duties and taxes. Buyer will be the "exporter of record" with respect to any export from the United States of America, shall perform all compliance and logistics functions in connection therewith and shall also comply with all applicable laws, rules and regulations. Buyer understands that the Seller and/or its goods or services are subject to laws and regulations of the United States of America that may require licensing or authorization for, or prohibit export, re-export or diversion of Seller's goods or services to certain countries, and it agrees it shall not knowingly assist or participate in any such export, re-export or diversion or other violation of applicable US laws and regulations. Buyer shall indemnify, defend and hold Seller harmless from and against any loss, liability, or damage of any kind that the Seller incurs in connection with a breach of this section.

23. **FORCE MAJEURE -** Seller will not be liable for delays in delivery or failure to manufacture or deliver due to (a) causes beyond its reasonable control, (b) acts of God, acts of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation or vehicle shortages, (c) inability to obtain necessary labor, materials, components, utilities or other manufacturing facilities despite commercially reasonable efforts to do so, (d) government policy, regulation, rule or law, or any other commercial impracticability. Any such delays will result in a corresponding extension of the Seller's performance dates.