

# PURCHASE ORDER - GENERAL TERMS AND CONDITIONS

## Ross Casting and Innovation, LLC

### 1. Acknowledgement

Upon receipt of this purchase order, the Seller or its duly authorized agent shall sign and return the acknowledgement copy without any undue delay. Such acknowledgement shall constitute the Seller's acceptance of all specifications, terms and conditions set forth in this purchase order.

### 2. Prior Negotiations Superseded

This purchase order shall constitute the entire contract between the Seller and Ross Casting & Innovation, LLC, and shall supersede all communications, negotiations, representations and agreements either written or oral, between the parties hereto with respect to matters pertaining to this purchase order.

### 3. Waivers and Amendments Must Be Written

Neither party may vary or waive any provision of the contract except in writing signed by an authorized officer or agent of the party to be bound thereby.

### 4. Prices

All prices are firm and in United States currency unless otherwise specified and agreed by the parties in writing.

### 5. Delivery

The goods must be delivered in the quantity stipulated and according to the specifications and the delivery schedules specified, or as subsequently agreed to in writing. Time is of the essence. Ross reserves the right to cancel this order in whole or in part if deliveries are not made as stipulated in this purchase order, and Ross will not be required to pay any cancellation charges unless specifically agreed to in writing.

### 6. Patents

The Seller warrants and guarantees that goods supplied under this purchase order do not infringe any valid patent, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and agrees to indemnify and save harmless Ross against any and all liabilities, losses, damages, claims and expenses by reason of any claims arising out of any alleged or actual infringement of any patent, copyright or trademark, foreign or domestic, resulting from the use or sale by Ross of any goods supplied by the Seller under this purchase order. This paragraph shall not apply for any part or equipment which is manufactured in accordance with drawings supplied by Ross.

### 7. Warranty

The Seller warrants the goods supplied under this purchase order against defects in material and workmanship and to be in accordance with drawings, specifications or other information ("data") supplied by Ross. Should the purchase be of goods for which Ross does not supply such data, the Seller warrants that the equipment supplied under this purchase order is fit for the particular purpose or use for which it is purchased by Ross and also warrants the equipment against any defects in material, workmanship, title and design. The Seller agrees that for a period of twelve months from the date upon which the equipment supplied under the purchase order is put into commercial operation (unless otherwise specified in writing prior to delivery of such equipment), it shall promptly replace and complete entirely at the Seller's expense any part or parts of the equipment which do not conform to the warranties herein. In the event that any goods or parts are replaced pursuant to this warranty, such replacement goods and parts shall be warranted and guaranteed as provided herein for a period of one year after such replacement and acceptance thereof by Ross. This warranty is in addition to any and all warranties of the Seller arising by operation of law and nothing contained herein shall be construed as limiting or restricting such warranties. Should the Seller use parts or materials that are separately warranted from their supplier, Seller agrees to take all reasonable steps to pass through said warranties for use and application by Ross on the product sold by Seller.

### 8. Assignment

The Seller shall not assign, sublet or subcontract the whole or any part of this contract without the consent in writing of Ross. The Seller shall be held responsible for the proper performance of every obligation contracted for in this purchase order, in the event that all or any part of it is assigned or subcontracted.

### 9. Inspection and Acceptance

All goods, materials and equipment supplied under this purchase order are subject to inspection and acceptance by Ross within a reasonable time after receipt thereof, and no shop inspection and approval by the representatives of Ross shall constitute final acceptance. Specially engineered items covered by this purchase order shall be subject to inspection at all times as to progress, material, workmanship and compliance with specifications and further subject to final acceptance in respect to said matters prior to shipment or upon receipt of shipment. Ross will notify the Seller in writing of the rejection of any goods, material and equipment which are not in accordance with the description, drawings or specifications stipulated in this purchase order, and such goods, materials and equipment will then be held subject to the disposition of the Seller at its risk and responsibility as to all charges occurring as a result of said rejection.

### 10. Expenses of Buyer

Any undue additional expense to Ross resulting from Seller's failure to comply with the terms and conditions as set forth in the purchase order shall be payable by the Seller on demand and the Buyer may deduct such expenses from the amount due to the Seller under the contract.

### 11. Drawings and Information

Any drawings, specifications and information therein supplied by Ross remain the property of Ross and shall not be made public nor copied nor used directly or indirectly in any way detrimental to the interests of Ross and shall be returned to Ross immediately after the delivery of the goods or equipment, and in any event Seller shall retain in confidence such data contained therein.

### 12. Cancellation

Notwithstanding anything in this order contained, Ross may at any time, by giving notice to the Seller, terminate, modify or reduce this order as regards all or any parts of the work not then completed. Upon such notice being given, the Seller shall cease work (including the manufacturing and/or procuring of materials for the fulfillment of this order) in accordance with and to the extent specified in such notice. Ross may, at any time or from time to time give additional notices with respect to any or all parts of the work which remains to be completed after the giving of any previous notice or notices. The Seller shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by Ross under or pursuant to the provisions of this clause except as and to the extent herein expressly provided. Any claim for adjustment hereunder must be asserted within 30 days from the date when the cancellation is ordered.

### 13. Compliance

Seller warrants that all goods sold hereunder shall have been produced, sold, delivered and furnished in strict compliance with all applicable laws and regulations to which the goods are subject. Seller shall execute and deliver such documents as may be required to effect or to evidence compliance. All laws and regulations required to be incorporated in agreements of this character are hereby incorporated herein by this reference. Without limitation of any provision hereof Seller expressly represents and warrants that all equipment, supplies, materials, parts, services and work covered by this contract will comply in all respects with all applicable standards, rules and regulations issued under Federal Occupational Safety and Health Acts and similar state statutes.

### 14. Indemnify

Seller shall defend, hold harmless and indemnify Ross from any claims, suits, damages, expenses, attorneys' fees and costs, including injury to persons or property; asserted, prosecuted, or established against Ross, whether by its customers or by third parties, arising from or relating to Seller's breach of these General Terms and Conditions or an act or omission of Seller, its agents or employees.

### 15. Warranty of Title

Seller covenants and agrees that at the time of delivery of Ross, Seller shall have absolute title to and full right to dispose of the property to be furnished hereunder and that there shall not be any liens, claims or encumbrances of any kind whatsoever against said property.

### 16. Severability

The invalidity or unenforceability of any provisions of this agreement shall not affect the validity or enforceability of any other provision of this agreement.

### 17. Choice of Law

These general terms and conditions, along with any other document generated by Ross shall be construed and interpreted in accordance with the laws of the State of Ohio.

### 18. Conflict and Provisions

By accepting this purchase order, Seller agrees that shall there be any conflict between the terms and conditions of this purchase order or any documents created by Ross, and any documents created by the Seller, the terms and conditions of the documents created by Ross shall govern and apply.

### 19. Right of Entry

Seller shall allow Buyer, Buyer's customer, and regulatory agencies the right of entry all all reasonable times, to any place necessary to determine and verify the quality of contracted work, records, and material. Nothing herein shall relieve the Seller from the obligation of testing, inspection, and quality control.