

FORGE Standard Terms and Conditions of Purchase

These Conditions of Purchase are applicable to the purchase of products, goods and /or services (hereinafter referred to as "Deliverables") by KEENER METAL FABRICATING LLC. (DBA. Forge Racks and Dunnage) or one of its affiliates or subsidiaries identified on the face of this Purchase Order ("FORGE") from the Seller identified on the face of the Purchase Order.

Orders. The Purchase Order to which these Conditions of Purchase are attached and/or incorporated by reference, is an offer to purchase the Deliverables from Seller on the terms set out in the Purchase Order and in these Conditions of Purchase, and shall become a binding agreement and shall be deemed accepted upon acknowledgment of receipt of this Purchase Order or the commencement of performance by the Seller in any manner consistent with the Purchase Order or by any shipment to FORGE of Deliverables described on the face of the Purchase Order, whichever occurs first. In the event of any inconsistency or conflict between the terms set out on the face of the Purchase Order and these Conditions of Purchase, the terms set out on the face of the Purchase Order shall prevail. This Purchase Order together with any specifications, drawings or other written instructions issued hereunder contains the complete and final agreement between FORGE and Seller and all prior negotiations, quotations, proposals, and writings pertaining to this Purchase Order are superseded hereby. Any different or additional terms or conditions in any Seller quotation, proposal, acknowledgment, commencement, invoice or other document or communication issued by Seller shall constitute a counteroffer and no contract shall exist unless accepted in writing by FORGE; provided, however, that in the event that Seller has commenced performance, such different or additional terms or conditions shall be void and of no effect, and these Conditions of Purchase and the Purchase Order shall prevail. Any reference in the Purchase Order to Seller's quotation or proposal is for the purpose of reference to the technical specifications or information contained therein, and shall not incorporate by reference any different or additional terms or conditions of Seller that may be contained and/or referenced therein. In the event of any ambiguities, express conflicts or discrepancies in the specifications, drawings or other documents which are a part of this Purchase Order, Seller shall immediately submit the matter to FORGE for its determination and shall comply with the determination of FORGE in such matter.

Changes. FORGE may at any time, by written notice, make changes in drawings, specifications, descriptions, shipping instructions, quantities and or delivery schedules. Should any change increase or decrease the cost of any Deliverables, Seller shall immediately notify FORGE providing details and FORGE shall make an equitable adjustment in the purchase price. No change to the Purchase Order shall be valid unless agreed in writing by an authorized representative of FORGE. If due to design changes FORGE requests additional or alternate components similar to the Deliverables herein, any such additional or alternate order shall be in accordance with the same pricing structure and terms as contained herein.

Delivery. Time is of the essence for performance under this Purchase Order. Delivery of Deliverables in accordance with delivery dates specified on the face of this Purchase Order is critical to the ability of FORGE to meet its contractual obligations to its customer. Seller shall work the necessary hours with sufficient facilities and manpower to ensure that Deliverables are delivered on the date or dates specified by FORGE. In addition, if Seller fails to meet the delivery dates as specified by FORGE other than by reason of Excusable Delay (as defined herein), FORGE may, without limiting or affecting its other rights or remedies available hereunder or at law or in equity, direct expedited shipment and/or incur premium freight or transportation costs, and Seller shall pay upon demand all excess costs incurred thereby, including additional handling charges and other expenses (whether related or not) resulting therefrom. Seller shall be responsible for all other direct, consequential, and incidental damages incurred by FORGE as a result of Seller's failure to meet the delivery dates, other than by reason of an Excusable Delay, including without limitation the reimbursement of any costs, penalties, and damages owed by FORGE to its customer for late delivery or other performance, and the cost of obtaining replacement deliverables from an alternate source. FORGE's actions in obtaining substitute or replacement deliverables shall not limit its rights and remedies available hereunder or at law or in equity.

Excusable Delay; Force Majeure. Neither party shall be responsible for the delay in performance of its work where such delay is due to act of God, public enemy, compliance with laws, governmental acts or regulations, fire, act of civil or military authority, Governmental priority, flood, epidemic, war, riot, or other causes substantially similar to the foregoing beyond its reasonable control ("Excusable Delay"). Immediately upon the date the Seller first knows, or acting reasonably should have known, of the circumstances giving rise to an Excusable Delay, the Seller shall provide written notice requesting a schedule adjustment. The notice shall include complete details supporting the claim and all reasonable alternative courses of action

in the case of any continued delay. Failure to provide timely notice shall be cause for FORGE to refuse to make a schedule adjustment for a belated notification. If any Excusable Delay lasts longer than thirty (30) days, FORGE may in its sole discretion terminate the Purchase Order without liability.

Shipments. All Deliverables are to be suitably prepared for shipment and must be packed and shipped in accordance with the governing classification and tariffs applicable thereto, and in accordance with FORGE's packaging instructions, if any. All Deliverables shall be packaged in a manner sufficient to ensure delivery in an undamaged condition. Seller shall be responsible for costs or damages incurred by FORGE as a result of or caused by improper packaging. All shipments and packages shall include a packing slip listing the Deliverables, quantities, FORGE part numbers (if any), Purchase Order number, shipping location name and receiving department number. Any materials or substances considered hazardous or toxic shall be delivered in appropriate containers / packaging with the required warning labels clearly visible and the respective Material Safety Data Sheets accompanying the delivery, in compliance with all applicable laws. Seller shall notify FORGE by facsimile or electronic transmission seven (7) days prior to expected shipment. On the day of shipment, Seller shall confirm shipment by facsimile or electronic transmission notification that shall include: the carrier's name, the waybill number, number of pieces, estimated weight (by piece and total), progressive bill number, destination, and estimated date of delivery. Unless otherwise indicated on the Purchase Order, delivery will be made to FORGE's headquarters, FOB destination. Material delivered without proper containment, packaging, labeling and documentation may be returned to Seller at Seller's expense. If the Deliverables are not shipped in accordance with FORGE's specifications and/or FORGE's packaging instructions, Seller shall pay or reimburse FORGE for the any and all excess and additional costs occasioned thereby.

Certificates of Origin. Upon request, Seller shall promptly furnish to FORGE all certificates of origin or domestic value-added and all other information relating to the costs and places of origin of the Deliverables and the materials and components contained therein or used in the performance thereof, as may be required by FORGE to comply fully with all customs, tariffs and other applicable governmental regulations. Seller shall comply with all such regulations. Seller shall indemnify and hold FORGE, its subsidiaries and affiliates, their respective successors, assigns, representatives, employees and agents, and FORGE's customer harmless from and against all liabilities, demands, claims, losses, costs, damages and expenses of any nature or kind (including fines and penalties) arising from or as a result of: (i) Seller's delay in

furnishing such certificates or other information to FORGE; (ii) any errors or omissions contained in such certificates; and (iii) any non-compliance by Seller with such regulations.

Security Interest, Title and Risk of Loss. In the event progress payments or advances will be made, Seller hereby grants FORGE a security interest in the Deliverables as well as any and all components, inventory, and raw materials, whether now existing or hereafter arising, and any replacements, improvements, substitutions, attachments, and accessions thereto or thereon purchased by Seller with progress payments or advances made by FORGE and to be used by Seller in manufacturing the Deliverables. Seller agrees to execute and deliver all documents requested by FORGE to protect and maintain FORGE's security interest. Title and risk of loss or damage to the Deliverables shall pass to FORGE upon delivery to the specified destination. Seller warrants that upon delivery FORGE shall acquire good and clear title, free and clear of all liens, encumbrances and security interests. To the maximum extent permitted by the applicable law, Seller waives any lien or other rights that Seller might otherwise have on or in any of FORGE's or FORGE's customer's property, and agrees that neither Seller, nor any of its subcontractors or suppliers, or their respective employees, will assert any interest in or make any filings including any construction or mechanic's liens or other filings in respect of any part of the Deliverables, the facility into and the land on to which the Deliverables are to be located. All drawings, specifications, manuals, models, software and all other data prepared in conjunction with this Purchase Order shall be deemed to be works for hire and shall belong exclusively to FORGE. If by operation of law any of the foregoing material is not work made for hire, then Seller agrees to assign, and hereby assigns, to FORGE the ownership of such material including all copyrights thereto.

Acceptance of Deliverables. FORGE and its customer shall be entitled to inspect the Deliverables in manufacture at all reasonable times to ensure compliance with FORGE's Supplier Quality Manual, the specifications set forth in the Purchase Order, any additional specifications or representations published or provided to FORGE by Seller's representative, and delivery schedule. Seller shall provide suitable facilities and support to accommodate such inspections. Any inspection of the Deliverables prior to delivery and operational acceptance testing shall not be deemed acceptance of any nonconformance to the specifications or the FORGE Supplier Quality Manual. FORGE shall have a reasonable time to inspect Deliverables following delivery. Deliverables are deemed accepted by FORGE after ten (10) days of delivery unless FORGE notifies Seller of either (i) a non-conformance; or (ii) FORGE's reasonable need

for additional inspection time. Non-conforming Deliverables are subject to the warranty provisions of Section 9 herein.

Warranty. Seller warrants for the term of the warranty period that the Deliverables delivered hereunder are (i) new, (ii) free from defects in design (except to the extent the design was supplied to Seller by FORGE), materials and manufacture, (iii) conform to the FORGE Supplier Quality Manual, and (iv) conform to all specifications set forth in the Purchase Order and any additional specifications or representations published or provided to FORGE by Seller's representative. The parties agree the warranty period shall be not less than twenty-four (24) months from the later of: (a) the date the Deliverables are delivered to FORGE or, if so directed by FORGE, after delivery to FORGE's customer; and (b) the date the Deliverables are put into production by FORGE or its customer, alone or as part of another machine or product. Upon notification from FORGE in the form of a non-conformance report ("NCR"), Seller shall immediately repair or replace defective or non-conforming Deliverables in accordance with FORGE's Supplier Quality Manual at Seller's expense during the warranty period. Upon receipt of an NCR, Seller shall, at the discretion of FORGE acting reasonably, immediately pay to FORGE an amount as reasonably determined by FORGE representing FORGE's costs arising from the defect or non-conformance including without limitation all labor and other expense incurred to identify the defect or non-conformity and any down time caused thereby. If FORGE determines that the Seller is unable to repair or replace the defective or non-conforming Deliverable within the time FORGE requires to meet its obligations to its customer, FORGE shall at its sole discretion and option: (i) proceed with correction of the defect or non-conformance and charge all resulting costs to Seller (including without limitation all labor and other expense incurred to identify and correct the defect or non-conformity (plus reasonable overhead and profit on such costs) and any down time caused thereby); or (ii) return to Seller at Seller's expense the defective Deliverables and any other Deliverables associated with the defective Deliverables supplied by Seller, for full refunds of the purchase price paid for such Deliverables and all resulting costs incurred by FORGE including without limitation all labor and other expense incurred to identify and attempt to correct the defect or non-conformity (plus reasonable overhead and profit on such costs) and any down time caused thereby. FORGE's action to effect cure of any defect or non-conformity shall not relieve Seller of any of its warranty obligations hereunder. The foregoing shall not be in limitation of any rights that FORGE may have at law or in equity by reason of any breach of warranty, expressed or implied, or

otherwise. Such warranty shall be in addition to any warranties of additional scope given to FORGE by Seller.

Service and Replacement Parts. Seller guarantees the availability of all necessary parts for the Deliverables for a period of ten (10) years following the warranty period.

Indemnity. Seller shall indemnify and hold FORGE and its customer, and their respective representatives, employees, agents, customers, invitees, subsidiaries, affiliates, successors and assigns, harmless from and against all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind (including consequential and special damages, personal injury, property damages, lost profits, recall or other FORGE's customer's field service action costs, production interruption costs, inspection, handling and reworking charges, professional and other legal fees, and other costs associated with FORGE's administrative time, labor and materials) arising from or as a result of: (i) any breach of Seller's warranties hereunder; and (ii) any other acts or omissions or negligence of Seller or any of its subcontractors or suppliers in connection with Seller's performance of its obligations under this Purchase Order. No limitations on FORGE's rights or remedies in any Seller's documents shall operate to reduce or exclude such indemnification.

Insurance. Seller must maintain the following insurance coverages for the duration of its performance obligations under the Purchase Order, written on an occurrence basis and underwritten by insurers with a minimum rating of A- VII by A.M. Best:

- a) Commercial auto liability with a limit of liability not less than \$1 million per occurrence combined single limit for bodily injury and property damage of \$1 million, including owned, non-owned and hired automobiles;
- b) Commercial general liability with a limit of liability not less than \$1 million per occurrence combined single limit, including coverage for operations, completed operations, and products liability, with a \$2 million aggregate;
- c) Workers' compensation with statutory limits and Employer's Liability coverage with limits of at least \$1 million;
- d) Umbrella or excess liability insurance with a limit of liability not less than \$3 million per occurrence.

Intellectual Property Rights. Seller shall own the intellectual property rights in any Deliverable that: (i) is offered for sale by Seller to third parties in addition to FORGE; and (ii) is not modified or customized by Seller in any manner for FORGE in order to fulfill its obligations under the Purchase Order, (each such Deliverable a "Seller Standard Product"). Other than for Seller Standard Products, Seller shall specify by prior written notice to FORGE any and all pre-existing intellectual property of Seller or third parties developed or acquired prior to the date of the Purchase Order by Seller or third parties which are or are to be incorporated into, used in the design or manufacture of, or would otherwise affect the Deliverables (collectively, along with the intellectual property rights in Seller Standard Products, "Seller Intellectual Property"). Seller grants FORGE and FORGE's customer a fully paid-up, worldwide, perpetual, non-exclusive, transferable, royalty-free and unlimited license (with the right to sublicense) and right to use all Seller Intellectual Property. FORGE and FORGE's customer are also entitled to make subsequent changes to the Deliverables. Other than Seller Intellectual Property, FORGE shall be entitled to full ownership of all data, information, inventions, or discoveries, whether patented or unpatented, conceived or first actually reduced to practice in the performance of this Purchase Order. Seller hereby assigns and agrees to assign to FORGE any innovations, inventions, drawings or specifications conceived and/or reduced to practice in the course of or performance of this Purchase Order and Seller also assigns and agrees to assign to FORGE all intellectual property rights thereto, including any trade secrets and patents and copyrights issuing thereon. Seller further agrees to provide reasonable assistance to FORGE, at FORGE's expense, for securing all such intellectual property rights. Seller agrees to promptly disclose any such data, information, invention or discovery to FORGE. Except where the design of the item is provided by FORGE, Seller agrees to defend at Seller's expense, and indemnify and hold FORGE and FORGE's customer harmless from all demands, suits, actions or proceedings against FORGE or any of FORGE's customers for actual or alleged infringement of any intellectual property right (including but not limited to patent or copyright) resulting from the use or sale of the Deliverables delivered under the Purchase Order. Seller further agrees to pay and discharge any and all judgements or decrees (or any amount in settlement or compromise thereof) which may be rendered in any such suit, action or proceeding against FORGE or FORGE's customers. If the use of a Deliverable or an FORGE product or any part thereof is or is likely to be enjoined as a result of such demand, suit, action or proceeding, Seller, at no expense to FORGE or FORGE's customer, shall obtain for FORGE and/or FORGE's customer the right to use or sell the Deliverable and/or FORGE product so enjoined or effect another remedy satisfactory to FORGE to

permit FORGE or FORGE's customer to sell and/or use operate, modify and maintain the Deliverable and/or the FORGE product without restriction.

Termination for Default. Without prejudice to any other rights or remedies which FORGE may have, FORGE may terminate the Purchase Order, in whole or in part, effective immediately and/or cancel further performance by Seller with or without notice to Seller in the event that any of the following occur: (a) the Seller fails to perform any of its obligations under or is in default of any provision or requirement of this Purchase Order (collectively, a "Default") and fails to cure the Default within ten (10) business days of written notice of the Default from FORGE; (b) the Seller is adjudged bankrupt or insolvent; (c) the Seller becomes subject to bankruptcy or insolvency proceedings pursuant to the laws of any jurisdiction; (d) the Seller makes a general assignment for the benefit of creditors; (e) if a receiver is appointed on account of Seller's insolvency, (f) Seller's inability to promptly provide FORGE with adequate and reasonable assurance of Seller's financial capability to perform timely any of Seller's obligations under the Purchase Order, or (g) in the event of a change in control of Seller (where any sale or exchange of a sufficient number of shares of Seller, or any affiliate that controls Seller, effects a change in management of Seller). In addition thereto, FORGE reserves the right, without liability, to cancel this Purchase Order in whole or in part by written notice effective when delivered to the Seller if; (i) the Deliverables are not delivered on the specified date or if in the judgment of FORGE Seller will be unable to deliver Deliverables on the specified delivery date; or (ii) the Deliverables supplied by Seller are not in conformance with the specifications. In the event of partial cancellation, the rights and obligations of FORGE and Seller with respect to the Deliverables not cancelled shall continue. In the event of default by the Seller, FORGE shall have the right to terminate this Purchase Order without further liability for Deliverables not delivered to FORGE. Seller shall indemnify and hold harmless FORGE and its customer from all costs, losses and claims resulting from Seller's default, including reasonable attorneys' fees.

Termination for Convenience and Cancellation. FORGE may at any time upon written notification to Seller, terminate this Purchase Order, in whole or in part, with respect to undelivered Deliverables on this Purchase Order without further liability other than to pay for those Deliverables that have already been delivered. For Deliverables specifically identified on the face of the Purchase Order as custom, FORGE shall pay the Seller the proportionate value of the purchase price for those Deliverables completed at the time of termination, upon delivery of those Deliverables to FORGE. For such custom Deliverables cancelled before being completed, FORGE shall be

liable to Seller for (1) Seller's cost of material or work in progress, as shown on Seller's books that cannot be returned to Seller's suppliers or subcontractors for credit, and (2) any cancellation or other costs owed by Seller to its suppliers as a result of cancellation of the custom Deliverables, but in no event shall FORGE's liability for cancellation exceed the purchase price. Seller's standard products available by catalogue or other published material including website shall in no event be considered custom. In addition to the foregoing, FORGE shall have the right to return to Seller for full refund without restocking or cancellation fees, any non-custom Deliverables which have been delivered to FORGE and which FORGE determines are no longer required by FORGE.

Purchase Price and Invoices. The purchase price identified in the Purchase Order is not subject to increase for any reason or cause unless specifically agreed to by FORGE pursuant to Section 2 of these Conditions of Purchase. Seller warrants that the purchase price for the Deliverables is, and shall remain, not less favorable to FORGE than the prices currently extended to any other customer of Seller for the same or substantially similar deliverables in the same or substantially similar quantities and delivery requirements. Seller warrants that the prices in this Purchase Order shall be complete, and no surcharges, premiums or other additional charges of any type shall be added, without FORGE's prior written consent. Upon delivery of the Deliverables specified on the face of this Purchase Order, Seller shall submit proper invoices to the attention of FORGE Accounts Payable. All invoices must include the Purchase Order number, ship to address, Seller's name, Seller's GST, VAT or any other applicable tax account registration number, item description, delivery date and remittance instructions. Failure to submit proper invoices may result in payment delays. FORGE shall make payment net sixty (60) days from receipt of valid Seller invoices. FORGE may withhold payment in whole or in part if Seller's invoice is incorrect, does not conform to FORGE's invoicing instructions, or if either the progress relating to the Deliverables or parts thereof, as stipulated in Seller's invoice, has not been achieved. FORGE shall be entitled to set off any amount owing from Seller or Seller's affiliated companies to FORGE or to any of FORGE's affiliated companies against any amount payable under this Purchase Order.

Material Furnished or Paid For by FORGE. All jigs, fixtures, gauges, patterns, tools, dies, molds, materials, designs, or equipment supplied to Seller by FORGE or otherwise paid for by FORGE or developed as a result of the performance under the Purchase Order (collectively, "FORGE Property") are the exclusive property of FORGE and Seller acquires no rights in such FORGE Property. All FORGE Property shall: (1) be used by Seller exclusively for FORGE orders; (2) be clearly marked as FORGE Property

and segregated from Seller property when not in use; (3) be properly maintained and kept in good working order by Seller (reasonable wear and tear from ordinary use excepted); (4) be insured by Seller and kept free of liens, claims, security interests or other encumbrances; and (5) be promptly returned to FORGE upon demand or termination or expiration of this Agreement. Seller shall not remove from the Seller's facility or dispose of any FORGE Property without the prior written consent of FORGE. Seller and its employees and subcontractors will execute whatever documents and take any other actions reasonably required to perfect and confirm FORGE's sole rights and interest in the FORGE Property.

Assignment and Subcontracting. Seller shall not assign this Purchase Order or any right or obligation bestowed or imposed herein without the express prior written consent of FORGE. It is recognized that Seller may need to subcontract portions of the Work. FORGE reserves the right to prior approve such allocations of work and the selection of subcontractors, if stated on the face of the Purchase Order. Seller shall not use a subcontractor if FORGE has a reasonable basis for objecting to such subcontractor.

Confidentiality. The parties acknowledge having entered into a Non-Disclosure Agreement (the "NDA"), prior to or concurrently with the issuance by FORGE to Seller of this Purchase Order. The NDA remains in full force and effect, and the terms and conditions of the NDA are incorporated herein by reference, and supersede the terms hereof, such that if there is a conflict between the terms and conditions of the NDA and these Conditions of Purchase, then the terms and conditions of the NDA will govern. Seller also acknowledges and agrees that the terms of the Purchase Order, the work being performed, the Deliverables being supplied and Seller's relationship with FORGE and FORGE's customer shall be treated as Confidential Information as defined in the NDA. In the absence of an NDA, Seller agrees to keep confidential and maintain the confidentiality of the confidential information of FORGE and FORGE's customer and other subcontractors, including the terms of the Purchase Order, the work being performed, the Deliverables being supplied and the relationship between Seller, FORGE and FORGE's customer. These Conditions of Purchase impose no obligation on Seller where such information (i) was known to Seller prior to receipt of the information on a non-confidential basis, (ii) is or becomes a matter of public knowledge or publicly available through no fault of Seller, (iii) is rightfully received by Seller on a non-confidential basis from a third party, (iv) is independently developed by Seller without use of or reference to information from FORGE or FORGE's customer or other subcontractors as established by the written records of Seller; or (v) is publicly

disclosed by Seller with prior written approval of FORGE. Seller agrees to protect the information in strictest confidence by using the same degree of care to prevent the unauthorized use, dissemination or publication of the information as Seller uses to protect its own confidential information, provided that in no case shall such standard of care be less than a reasonable degree of care. Seller may disclose such information only to those of Seller's employees who have a need to know such information provided that such employees are under obligations of confidentiality to maintain the confidentiality of such confidential information. Seller shall not use the confidential information of the FORGE or FORGE's customer or other subcontractors for any purpose other than as necessary to carry out the purposes of this Purchase Order.

Remedies; No Implied Waiver; Limitations of Liability. Unless expressly indicated otherwise, any right or remedy of FORGE in these Conditions of Purchase shall not be exclusive, and, in addition thereto, FORGE shall have all rights and remedies under applicable law, including, without limitation, injunctive and/or equitable relief. No waiver by FORGE of any one of its rights or remedies under this Purchase Order shall be construed as a waiver of any other rights or remedies nor a waiver of its rights for any succeeding breach of the same or any other provision. In no event whether as a result of breach of contract, tort, termination or otherwise, shall: (a) FORGE be liable to Seller for anticipated profits, loss of opportunity, or for special, incidental or consequential damages; or (b) FORGE's liability to Seller for any loss or damage arising out of, connected with, or resulting from the Purchase Order, or FORGE's performance or breach of thereof exceed the monetary obligation FORGE would have had to Seller in the absence of such breach, tort, termination or otherwise of the Purchase Order.

Severability. The invalidity of any provision of the Purchase Order or these Conditions of Purchase shall not affect the validity of the remaining provisions hereof. The invalid provision shall be amended or deleted, and the remaining provisions shall remain in full force and effect.

Compliance with Laws and Regulations. Seller shall be responsible for complying with all applicable federal, provincial, state and/or local laws and regulations having jurisdiction over the work covered by this Purchase Order. Deliverables manufactured or supplied by Seller shall comply with the applicable Occupational Health and Safety Act, Environmental Protection Act and all other applicable federal, state or local laws, rules, regulations, codes, ordinances, directives, policies and orders. Seller shall provide all Deliverables in a professional manner, in compliance with the highest

industry standards and with care, skill and diligence. Seller shall indemnify FORGE and FORGE's customer against any damages for non-compliance with this requirement.

Relationship of the Parties. Seller and FORGE are independent contracting parties and nothing in this Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does this Purchase Order grant either party any authority to assume or create any obligation on behalf or in the name of the other. None of the persons engaged by Seller in the performance of its obligations under this Purchase Order shall be considered as employees of FORGE.

Governing Law and Disputes. This Purchase Order shall be governed by the laws of the State of Ohio, USA, without regard to any conflict of laws provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order or the rights or obligations of Seller or Buyer. Any legal suit, action or proceeding arising out of or relating to this Purchase Order shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in the City of Dayton and County of Montgomery, and each party irrevocably submits to and covenants not to challenge the exclusive jurisdiction and venue of such courts in any such suit, action or proceeding.

Survival. The terms, provisions, representations, and warranties contained in these Conditions of Purchase that by their sense and context are intended to survive the performance thereof by either party or both parties hereunder (including but not limited to confidentiality, indemnification, disclaimers, representations, and warranties) shall so survive the completion of performance, expiration, or termination of this Purchase Order.