

JUPITER ALUMINUM CORPORATION
TERMS AND CONDITIONS OF PURCHASE

1. This Purchase Order is subject to prompt acceptance by Seller and may be withdrawn by Buyer at any time prior to receipt at Buyer's office of notice of Seller's acceptance of same. Acceptance of this order by any means of written acknowledgment or any shipment of goods ordered or performance of services called for hereunder shall constitute acceptance by Seller of the terms and condition contained in this order. Any terms of conditions proposed by Seller inconsistent with or in addition to the terms and conditions contained herein shall be void and of no effect unless specifically agreed to by Buyer in writing. These terms and conditions, together with such written modification constitute the entire agreement between the parties.
2. If price or delivery schedules are not specified on the face of this Purchase Order and the prices or delivery schedules specified in Seller's acceptance are not acceptable, Buyer reserves the right to cancel this order provided that such right is exercised with ten (10) days after seller's acceptance of the order.
3. Buyer may reschedule or postpone delivery at any time.
4. All articles are to be suitable packed or otherwise prepared for shipment so as to secure the lowest transportation and insurance rates and to meet carriers' requirements. No charges shall be allowed for packing, crating and cartage unless stated herein. Each container shall be marked to show Purchase Order Number and Buyer's part number to identify contents without opening. "Notice of Shipment" shall be forwarded by Buyer the same day shipments are made. Notwithstanding any agreement to pay transportation charges, delivery shall not be deemed complete until conforming goods have been actually received and accepted by Buyer. The risk of loss or damage in transit shall be upon the Seller unless otherwise stated on the fact of this Purchase Order.
5. Buyer may pay invoices before arrival of articles or before complete inspection of the articles and such payment will not prejudice Buyer's right thereafter to reject or adjust for any shortage in quantity, failure to make specified delivery or failure to deliver conforming goods.
 - (a) Invoices and original bills of lading or express receipts, showing Buyer's Purchase Order Number, Purchase Order Item Number, Buyer's part number, and United States Government Contract Number (if indicated on Buyer's order), shall be mailed to Buyer not later than the day after shipment are made. Individual invoices shall be issued for each shipment applying against this Purchase Order and a packing list showing Purchase Order number and Purchase Order Item Number shall accompany each shipment.
 - (b) Cash discount period shall begin at the date of receipt of invoices.
 - (c) Freight and other charges shall be shown if discount is not to be taken on full amount of invoice.
6. Quantities in excess of the amount shown on this Purchase Order may be returned at Seller's expense, or may be accepted and paid for at the contract price at the Buyer's option.
7. Buyer shall have the right to make changes in the drawings and specifications relating to this Purchase Order subject to this Purchase Order subject to a price adjustment as follows. If any such change causes an increase or decrease in the cost of furnishings the articles or services ordered, the price of such articles or services shall be adjusted in the amount of such cost increase or decrease, with the written consent of Buyer and Seller.
8. Buyer shall have obligation to furnish or pay for tools, dies, jigs or equipment of any kind required for Seller's performance of this Purchase Order unless otherwise specifically stated herein.
9. IF TOOLS DIES MOLDS FIXTURES JIGS OR EQUIPMENT FORM THE SUBJECT MATTER OF THIS PURCHASE ORDER OR IF BUYER HAS PREVIOUSLY PROVIDED TOOLS DIES MOLDS FIXTURES JIGS OR EQUIPMENT TO SELLER FOR USE BY SELLER IN THE PERFORMANCE OF THIS PURCHASE ORDER SELLER HEREBY EXPRESSLY ACKNOWLEDGES THAT SUCH TOOLS DIES MOLDS FIXTURES JIGS OR EQUIPMENT MAY UPON REASONABLE NOTICE BE REMOVED FROM SELLER'S PREMISES BY BUYER OR BUYER'S REPRESENTATIVE (AUTHORIZED IN WRITING) SELLER FURTHER AGREES THAT NO ADDITIONAL CHARGE SHALL BE IMPOSED BY SELLER AS A RESULT OF SUCH REMOVAL.
10. Seller warrants that the goods covered by this Purchase Order will conform with all pertinent specifications including performance specifications, drawings and approved sample if furnished and the goods will be manufactured by any manufacturer so specified by Seller. Seller also warrants that the goods covered by this Purchase Order are of first class quality, free from defect in design, workmanship and materials; fit and safe for any use which may reasonably be intended by Buyer or its customers. In the event Buyer accepts any limitation on any warranty period pertaining to the goods, such period shall commence on the date of acceptance of such goods at Buyer's facilities. Acceptance of this Purchase Order shall constitute agreement upon Seller's part to indemnify and hold Buyer and its customers harmless from all claims, liability and losses and pay all cost damages and expenses incurred and sustained by Buyer of its customers by reason of any breach of such warranty including special or consequential damages and such obligation shall survive the acceptance of goods and payment therefore by the Buyer.
11. Seller also agrees to indemnify and hold Buyer its customers and users of its products harmless against and to pay all losses, cost, damages and expenses (including reasonable attorneys' fees) arising on account of any claims or suits against Buyer, its customers and users of its products for patent or trademark infringement in relation to goods forming the subject matter hereof or for liability for damages or injury to person or property arising out of Buyer's sale of such goods.
12. If any of the articles ordered are protected by one or more patents and a decree of judgment be entered in court or administrative agency of a competent jurisdiction holding any such patent or any of its claims invalid or some limited in scope as to impair its protection commercially this order may be forthwith canceled by Buyer. Seller shall not be obligated to indemnify Buyers on account of any article manufactured solely in accordance with the specifications and drawings furnished by Buyer.
13. Buyer shall not be liable for or deemed to be in default by reason of any failure of performance due to any preference priority allocation or allotment order issued by the Government or causes beyond its control including but not limited to Acts of God or of the public enemy acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather.
14. All articles are subject to inspection and approval by Buyer. If goods are rejected they will be held at Seller's risk and at Buyer's option may be returned to Seller at its expense. Buyer also reserves the right to cancel this order and to be relieved of any liability for any undelivered portion in addition to any other right or remedy, in the event that.
 - (a) Merchandise fails to meet Buyer's specifications. or
 - (b) Seller fails to deliver on time or if the articles furnished do not strictly conform to the terms of this order. Or
 - (c) Seller becomes bankrupt insolvent or had a receiver appointed or Seller ceases to operate his business whether due to death dissolution or any other cause. Or
 - (d) As a result of fire and other casualty Buyer cannot operate its place of business.
15. Acceptance of any item after the delivery date or otherwise shall not constitute a waiver of Buyer's right to cancel as to future deliveries.
 - (a) Buyer reserves the right to cancel this order or any part thereof, for any reason whatsoever and without cause even though the Seller is not in default hereunder in the event Buyer elects to exercise such right of cancellation an equitable adjustment of the terms of this order mutually satisfactory to Buyer and Seller shall be made provided however that Buyer shall in no event be liable to Seller for Material (or labor) cost in excess of 90 days requirements or if due in arrears and further provided that if this Purchase Order is issued under or in contemplation of a or

Government Agency prime contract subcontractor or Purchase Order containing a basic for compensation upon cancellation without fault such basic shall be used to compensate for such a cancellation. In the event of any cancellation pursuant to this paragraph any production after the effective date of such cancellation beyond that required to meet the terms and delivery schedule of any portion of this Purchase Order remaining in effect after a partial cancellation hereof shall be at Seller's risk.

- (b) Upon receipt of any notice of cancellation Seller shall (unless the notice otherwise directs) immediately discontinue all work and the placing of all order for materials and supplies in connection with this Purchase Order shall immediately cancel all existing orders and subcontracts made hereunder and take any necessary action to protect Buyer's property in its possession.
 - (c) Notice of cancellation may be given in person by telephone telegraph or other writing and shall state the extent and effective date of cancellation.
16. The Buyer also reserves the right to cancel this order in the event the United States Government or an agency thereof requests such cancellation or in the event any contract between the Buyer and third party requiring for its performance articles or services of the kind or type covered by this Purchase Order is canceled. In the event of cancellation under this Paragraph Seller's damages shall not exceed the amount of damages compensation or termination settlement received by Buyer if any which is allocable to this order.
17. None of the provisions of Paragraph 15 or 16 hereof shall limit or affect the right of the Buyer to terminate this order because of default by the Seller.
- 18.
- (a) Seller agrees to comply with all applicable laws dealing with employment of aliens, plant protection, anti-discrimination, disclosure of information, and use of convict labor. This includes that Seller shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin including to take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
 - (b) Seller warrants that the articles furnished under this Purchase Order will be produced in compliance with that applicable provisions of the Executive Order 11245 the Fair Labor Standards Act of 1938 the Walsh-Healey Act, and any other laws or regulations dealing with the wages, hours or working conditions of the employees engaged in the production of the articles furnished under this Purchase Order.
 - (c) Seller shall comply with all other Federal State and local laws including all regulations thereunder.
 - (d) Seller certifies that any equipment ordered hereunder will comply in all respects with any design or functional requirements imposed by the Occupational Safety and Health Act and the rules, regulations and standards promulgated thereunder and if effect at the time of delivery.
19. Any Federal, State or local taxes of any nature or any similar charges directly applicable to the articles or work covered hereby or the materials used in or service devoted to the manufacture thereof or directly upon the importation, production, processing, manufacture, construction, sale or transportation of such articles of materials which are billed to Buyer hereunder shall be stated separately in Seller's invoices. Tax exemption certificates covering the same will be accepted by the Seller.
20. Buyer shall be entitled at any time to set off any amount owing from Seller to Buyer against the amount payable at any time by Buyer in connection with this Purchase Order.
21. Seller agrees to reimburse Buyer for all costs and expenses including reasonable attorneys' fees that Buyer may incur in any proceeding, arbitration, litigation or otherwise to enforce Seller's obligations hereunder, which amount shall be included in the award or judgment obtained by the Buyer.
22. The remedies herein reserved by Buyer shall be cumulative and in addition to any other legal remedies. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of continuing or future breach of such provisions or any other provision hereof.
23. This Purchase Order shall constitute the sole and exclusive agreement between Buyer and Seller shall constitute the sole and exclusive agreement between Buyer and Seller and the same may not be altered, amended, modified or restricted except by a writing signed by the Buyer and Seller and shall not be assignable by Seller voluntarily or by operation of law or otherwise without Buyer's prior written consent.
24. Any cause of action for any alleged breach by the Buyer of the contract between parties shall be barred unless commenced by Seller within one (1) year of the accrual of such cause of action.
25. Seller irrevocably submits and agrees to the jurisdiction of the State and Federal courts in Lake County, Indiana and Cook County, Illinois in any action, suit or proceeding related to or in connection with this Purchase Order and to the extent permitted by applicable law Seller waives and agrees not to assert as a defense in any such action suit or proceeding any claim (i) that Seller is not personally subject to the jurisdiction of the State and Federal courts of Indiana and Illinois: (ii) that the venue of the action suit or proceeding is improper : (iii) that the action suit or proceeding is brought in an inconvenient form: or (iv) that the subject matter of this Purchase Order may not be enforced in or by the State or Federal courts of the States of Indiana and Illinois. Without prejudice to any other mode of service Buyer consents to service of process relating to any such proceedings by personal or prepaid mailing (air mail if international) in registered or certified form at the address set forth on the first page of this instrument.
26. This instrument shall be construed in accordance with the substantive laws of the State of Indiana without regard to its laws concerning conflicts of laws. The parties agree that the provisions of this Purchase Order may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the instrument. The Convention for the International Sale of Goods does not apply to this Purchase Order.