



GENERAL TERMS AND CONDITIONS OF PURCHASE

1. AGREEMENT. This Purchase Order consists of these General Terms and Conditions of Purchase and the terms set forth on the face hereof and in any attachments to this document and is intended to be a legally binding contract between BUYER and SELLER (whose identities are set forth on the face hereof and who may be referred to herein collectively as the "PARTIES") with respect to SELLER'S sale to BUYER and BUYER'S purchase from SELLER of the goods and/or services described on the face hereof and in any attachments to this document. To the extent there is a conflict between these General Terms and Conditions of Purchase and the terms set forth on the face hereof or in the attachments to this document, the terms on the face or in the attachments shall prevail.

SELLER'S acknowledgment or commencement of performance of this Purchase Order, or any other conduct of SELLER indicating SELLER'S recognition of the existence of an agreement between the PARTIES pertaining to the subject matter hereof, shall constitute SELLER'S acceptance of this Purchase Order. Any terms proposed by SELLER, whether set forth in SELLER'S acknowledgment, quotation, proposal or otherwise, shall be incorporated in and made a part of this Purchase Order only to the extent they further describe the goods and/or services ordered, but only to the extent that such descriptions are consistent with the terms of this Purchase Order. Any such terms proposed by SELLER which are additional to or different than the terms of this Purchase Order shall be deemed to be a counter offer and shall be void (unless expressly agreed to in writing by BUYER). Failure or delay by BUYER in responding to any such counter offer by SELLER shall not be deemed or construed to be BUYER'S acceptance or approval thereof. No course of dealing between the PARTIES nor any industry or trade custom, practice or usage shall be relevant to supplement or explain any of the terms hereof.

2. PRICE PROTECTION. SELLER warrants that the price(s) set forth herein are firm and not subject to escalation for any reason and are equal to or lower than the lowest net price, and the commercial terms and conditions of sale are as favorable, as the price(s), and the terms and conditions afforded by SELLER to any other current or prospective customer of SELLER for comparable goods or services. Should BUYER be able to purchase comparable goods or services from another source at a lower net price than in effect hereunder, and BUYER provides SELLER written notice thereof, BUYER may cancel this order in whole or in part and purchase such goods or services from such other source at such lower price unless within fifteen (15) days of receipt by SELLER of said notice, SELLER meets such lower price. In the event this order is cancelled in whole or in part, BUYER shall have no further obligation hereunder with respect to such whole or part, as the case may be. In the event BUYER purchases any quantity of goods or amount of services from another source the amount purchased shall be deducted from such total quantity or amount set forth in the Purchase Order, but the Purchase Order shall otherwise remain unchanged.

3. TITLE; RISK OF LOSS. Title to and risk of loss with respect to the goods hereunder shall not pass to BUYER until the goods are delivered to BUYER at BUYER'S facility. If BUYER makes any payment to SELLER prior to delivery of the goods, then title to said goods shall pass to the BUYER at the time of such payment, but the risk of loss shall remain with the SELLER until the goods are delivered to the BUYER at BUYER'S facility.

4. PACKING AND CARTAGE. SELLER shall provide safe and adequate packing which conforms to the requirements of carriers' tariffs and any written specifications of BUYER set forth on the face hereof or in an attachment hereto. No charge will be allowed for packing, boxing or cartage, unless agreed upon at the time of purchase and set forth on the face hereof, but damage to any goods not packed to insure proper protection to same will be charged to SELLER. BUYER'S purchase order number, part number and quantity shipped will be marked or tagged on each package and bill of lading or other delivery document. BUYER'S count will be accepted as final and conclusive on any shipment not accompanied by an itemized packing slip.

5. INSPECTION, EXPEDITING, AND ACCEPTANCE. BUYER, its representatives and customers shall have the right at any time for any reason, without charge, to expedite, inspect, and examine the goods at SELLER'S facility or facilities of SELLER'S vendors, including any work yard, factory or site where any part of the work is being performed, provided however, in all events, SELLER shall be fully responsible for expediting the goods under the Purchase Order, including sub orders, to the extent necessary to ensure the delivery or due date(s) stated on the face or any attachments. When requested, SELLER shall supply schedules and progress reports for BUYER'S use. No inspection or expediting activities shall relieve SELLER from any of its obligations, responsibilities, or liabilities under the Purchase Order. All goods, wherever located, shall be marked or tagged per BUYER'S instructions. Any equipment or materials delivered or services performed prior to the delivery or due date set forth on the face hereof without BUYER'S prior consent, may, at BUYER'S option, be rejected and returned to the SELLER at SELLER'S expense. SELLER shall obtain BUYER'S approval in writing of any samples required by the terms of this Purchase Order prior to shipment of the goods hereunder. BUYER shall have a reasonable time after receipt of the goods or performance of the services hereunder to inspect such goods or services and to reject any which fail to conform to applicable specifications or are otherwise defective.

Goods rejected shall, upon notice to SELLER, be returned to SELLER at SELLER'S expense, and BUYER may further cancel any unshipped portion of the Purchase Order. Upon such return and/or cancellation, BUYER may purchase like goods or services elsewhere and SELLER shall pay BUYER the amount of any increased cost or other loss incurred. BUYER'S payment for goods or services prior to inspection shall not constitute acceptance. BUYER may revoke BUYER'S initial acceptance to the extent such goods are nonconforming and such nonconformity was not determined upon inspection or could not reasonably be determined prior to use.

6. PAYMENTS; INVOICES. Invoices shall be issued by SELLER only after BUYER has received the goods and/or approved of the completion of services, but in no event any earlier than the delivery or due date set forth on the face hereof. Payment due dates will be calculated from the date of receipt by BUYER of acceptable invoices with bills of lading or other delivery documentation requested by BUYER attached. All taxes which SELLER is required by law to collect from BUYER shall be included in the price(s) for the goods or services stated herein. SELLER shall separately state on its invoices any and all charges to be paid by BUYER including, without limitation, charges for installation or taxes, whether sales, use or otherwise.

7. WARRANTIES. SELLER warrants to BUYER that the goods and services furnished hereunder are: (a) free from defects in design, workmanship and materials and performed in a good and workmanlike manner; (b) in conformity with any and all specifications, plans, drawings, samples and other descriptions set forth herein with respect to kind, quantity, quality and capability; (c) made, sold, priced, delivered and performed in compliance with all applicable Federal, state and municipal laws, regulations and ordinances; (d) free of any claims, liens or other encumbrances of whatever nature; and (e) do not infringe any intellectual property rights, including but not limited to, any patent, copyright, trademark or trade secret.

SELLER shall repair or replace, at SELLER'S sole cost and expense, any goods supplied hereunder which shall be found defective within eighteen (18) months of delivery or twelve (12) months after installation, whichever occurs later. SELLER shall re-perform, at SELLER'S sole cost and expense, any services performed hereunder which shall be found defective within twelve (12) months of completion. BUYER shall provide SELLER with notice of non-conforming or defective goods or services.

8. BUYER'S OPTION TO MODIFY OR TERMINATE. BUYER reserves the right to modify the specifications, delivery or due dates and the terms set forth herein upon notice to SELLER, provided BUYER shall make an equitable price adjustment to the extent required by such modification. BUYER further reserves the right to terminate part or all of the goods to be provided or services to be performed pursuant to this Purchase Order upon notice to SELLER, provided BUYER shall make an equitable price adjustment for materials or components procured, goods fabricated or services performed prior to such notice.

Upon receipt of such notice of modification or termination, SELLER shall immediately comply with BUYER'S instructions concerning SELLER'S performance hereunder and the disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Purchase Order. In the event of such modification or termination, SELLER shall be paid an amount in settlement as per any cancellation schedule which may be attached hereto and made a part of this Purchase Order. However, any such payment under this Section shall not exceed any price specified herein for the item(s) which are the subject of the modification or termination. SELLER shall advise BUYER, in writing, of SELLER'S claim, if any, for such modification or termination costs within ten (10) days after receipt of the notice of modification or termination. Nothing contained herein shall limit or affect BUYER'S right to terminate this Purchase Order for SELLER'S breach.

9. INDEMNIFICATION. SELLER shall protect, defend, indemnify and hold harmless BUYER, its officers and employees, from and against any and all damage, loss, cost and expense, including reasonable attorney fees and expert fees and other expenses incident thereto, arising from the following claims, whether grounded or not, related to SELLER'S acts or omissions under this Purchase Order: (a) damage to BUYER'S property; (b) damage to the property of third parties; (c) any personal injuries or death; (d) non-payment of SELLER'S subcontractors and suppliers; (e) failure to comply with applicable laws, regulations, ordinances, rules or executive or court orders; and (f) alleged or actual infringement of any patent, copyright, trademark or trade secret. For the purpose of this indemnification, "SELLER'S acts or omissions" shall include those of SELLER'S suppliers and subcontractors in connection with the goods or services which are the subject of this Purchase Order.

10. INSURANCE. SELLER shall have in place general liability and vehicle liability insurance in reasonable amounts and with carriers who are financially sound and workers' compensation insurance for its employees in accordance with applicable law. All such insurance shall include BUYER as a named insured. The general liability and vehicle liability insurance shall each provide coverage at least in the amount of One Million United States Dollars (US\$1,000,000) per occurrence. The workers' compensation insurance shall be in compliance with the laws of all states where any part of the Purchase Order is performed, including liability for occupational diseases, plus employer's liability with minimum limits of One Hundred Thousand United States Dollars (US\$100,000) per employee. No such insurance amounts shall limit in any way SELLER'S liability to BUYER hereunder. Upon BUYER'S request, SELLER shall provide BUYER with an appropriate certificate evidencing such insurance.

11. FORCE MAJEURE. Either party may suspend performance under this Purchase Order without liability therefor to the extent such suspension is due to a cause beyond the affected party's reasonable control. Such affected party shall invoke this provision by promptly notifying the other party of the cause, nature and expected duration of such suspension. In the event SELLER'S performance is, or is likely to be, suspended for more than thirty (30) days, BUYER may terminate this Purchase Order upon notice to SELLER. Upon such termination, BUYER may, by notice to SELLER and upon making an equitable payment therefor, require SELLER to deliver and pass title to the goods in SELLER'S possession and any parts, raw material or work-in-progress related to such goods.

12. CONFIDENTIAL RELATIONSHIP. SELLER shall treat as proprietary and confidential all information SELLER learns or obtains from BUYER or develops on behalf of BUYER during the course of work for BUYER hereunder, including but not limited to, all tangible information such as specifications, drawings, blueprints, nomenclature, samples, molds, tooling, software, programming and other information and intangible information such as that learned or observed while on site at BUYER'S or BUYER'S customer's facilities, including but not limited to, projects, end uses and ultimate destination. Without the prior written consent of BUYER, SELLER shall not in any manner advertise or publish or release for publication any statement mentioning the fact that SELLER has furnished or contracted to furnish to BUYER goods or services required by this Purchase Order. SELLER shall not disclose any information relating to this Purchase Order to any person not authorized in advance by BUYER in writing to receive it. SELLER shall use the information supplied by BUYER hereunder only to accomplish work covered by this Purchase Order and for no other purpose. Upon completion or termination of the Purchase Order, all information shall be promptly returned to BUYER.

13. TOOLS, MATERIALS, AND DATA. If the Purchase Order provides that any tools, materials or data, including but not limited to, designs, sketches, drawings, blueprints, patterns, dies, molds, tooling, masks, software, programming, models, tools, gauges, equipment or special appliances be provided by BUYER to SELLER hereunder or paid for by BUYER but made or procured by SELLER especially for producing the goods or providing the services covered by this Purchase Order, then immediately upon BUYER'S provision to SELLER or SELLER'S manufacture or procurement thereof, they shall remain or become the property of BUYER. SELLER shall maintain a current inventory of the foregoing, which shall be: (a) identified as property of BUYER, (b) held by SELLER on consignment at SELLER'S risk, reasonable wear and tear excepted, (c) used exclusively in the production of goods for BUYER or provision of services to BUYER under this Purchase Order, and (d) subject to BUYER'S direction concerning disposition, including return to BUYER. SELLER shall establish appropriate procedures for the adequate storage, maintenance and inspection of the foregoing and shall maintain inspection and inventory records which shall be available to BUYER upon request.

14. GOVERNING LAW; JURISDICTION; DISPUTE RESOLUTION. This Purchase Order shall be governed by the laws of the State of Missouri, without regard to its principles on conflicts of laws. SELLER agrees it is subject to any court of competent jurisdiction located in the State of Missouri, which state shall be the exclusive venue for adjudicating disputes arising out of this Purchase Order. The U.N. Convention on Contracts for the International Sale of Goods is hereby excluded.

In any litigation, the prevailing party shall have its reasonable attorney fees and expert fees and other expenses incident to such proceeding paid for by the non-prevailing party. In no event shall either of the PARTIES be liable hereunder for any consequential, indirect or special damages. SELLER agrees to be joined in any legal proceeding, arbitration or other dispute resolution proceeding involving any third party and which relates in any manner to the subject matter of this Purchase Order.

15. BUYER'S PERFORMANCE OF A PRIME OR SUBCONTRACT. In the event that the goods or services purchased hereunder are ordered by BUYER in connection with BUYER'S performance under a prime or sub contract with a third party and such prime or sub contract is referred to on the face hereof and incorporated by reference into this Purchase Order, SELLER shall provide such goods or perform such services in compliance with the requirements thereunder. BUYER shall, upon execution of this Purchase Order, provide SELLER with a copy of the pertinent terms of such prime or sub contract. To the extent there is a conflict between the terms of this Purchase Order and the terms of such prime or sub contract, the terms of such prime or subcontract shall prevail.

16. COMPLIANCE WITH LAW. SELLER shall, at its own sole cost and expense, comply with all applicable laws, regulations and other requirements of every duly constituted governmental authority, agency or instrumentality and assume all liabilities or obligations imposed thereby with respect to SELLER'S performance under this Purchase Order. Any clause required to be included in a purchase order of this type by any applicable law, rule or regulation shall be deemed to be incorporated herein.

17. ENTIRE AGREEMENT; WAIVER. This Purchase Order shall constitute the complete, exclusive and entire agreement between BUYER and SELLER and may not be amended or rescinded or cancelled unless a writing is signed by an authorized representative of BUYER. Should any part of this Purchase Order be deemed invalid by a court of law, such part shall be deemed reformed or deleted, but only to the extent necessary and the remaining provisions of this Purchase Order and attachments shall remain in full force and effect. Failure by BUYER to insist upon strict performance of any of the terms hereof, or any failure or delay by BUYER in its exercise of any rights or remedies provided herein or by law or failure by BUYER to properly notify SELLER in the event of breach, shall not release SELLER from any of the obligations of this Purchase Order and shall not be deemed a waiver of any rights of BUYER to insist upon strict performance of any of its rights or remedies hereunder.

18. LIENS. SELLER shall indemnify, hold harmless and defend BUYER from and against any and all liens arising out of or related to the performance of SELLER'S obligations under this PURCHASE ORDER and shall keep the property and premises of BUYER and BUYER'S customers free from all claims, liens, and encumbrances. To the fullest extent permitted by applicable law, SELLER, for itself and all of its suppliers of any tier, waives all rights claim, lien, or encumbrance against the property and premises of BUYER or BUYER'S customers for labor performed or for goods furnished.

19. AUDIT. For a period of four (4) years after SELLER'S full completion of its obligations hereunder, BUYER shall have the right to audit SELLER'S books and records with respect to this Purchase Order.

20. RIGHT TO OFFSET. BUYER, without waiver or limitation of any rights or remedies of BUYER, shall be entitled from time to time to deduct from any amounts due or owing by BUYER to SELLER in connection with this Purchase Order, any and all amounts owed by SELLER to BUYER.

21. MISCELLANEOUS. SELLER shall be deemed and treated hereunder as an independent contractor while providing the goods or performing the services herein defined. Neither this Purchase Order nor any right, responsibility, or obligation of SELLER, may be assigned, delegated or subcontracted by SELLER without the prior written consent of BUYER. In the event BUYER consents and SELLER uses subcontractors to perform any or all of its work hereunder, SELLER warrants that such subcontractors shall be subject to all applicable terms of this Purchase Order. In the event SELLER performs services hereunder on BUYER'S or BUYER'S customer's premises, SELLER shall comply with BUYER'S and BUYER'S customer's rules and regulations with respect thereto.

Section headings herein are for purposes of clarity only and are not to be considered a part of this Purchase Order. Any and all notices, consents, approvals, requests, instructions or the like required hereunder shall not be valid unless they are set forth in a writing signed by an authorized representative of the party providing such direction and are faxed or mailed to the representatives of the other party hereto whose name, mailing address and fax number are set forth on the face of this document or an attachment hereto.

CURTIS-TOLEDO, INC.

1905 KIENLEN AVENUE

ST. LOUIS, MISSOURI 63133

Form: 1002 - General Terms & Conditions of Purchase - 050116