

TERMS AND CONDITIONS/SUMCO, LLC

INDIANAPOLIS, IN

FREIGHT: Incoming shipments must be prepared by Customer; Outgoing shipments will be F.O.B. Sumco's plant.

RISK OF LOSS: All risk of loss or delay to all goods sent by Customer to Sumco, LLC ("Sumco") shall be at the Customer's risk. All risk of loss or delay to all goods shipped by Sumco shall pass to Customer upon Sumco's delivery thereof to carrier at Sumco's plant. Customer agrees to maintain insurance covering loss of Customer's goods as a result of fire, theft, or other casualty while said goods are in the possession of Sumco. Sumco assumes no responsibility for loss of or damage to Customer's goods while in Sumco's possession resulting from any defect in said goods.

TERMS OF PAYMENT: Net 30 days. No discounts.

WARRANTY: No warranties, expresses or implied, are made or authorized by Sumco except as set forth below.

- A. Sumco warrants to Customer that the work to be performed and materials to be furnished by Sumco hereunder will conform to the specifications and statements set forth on the purchase order and will be free from plating defects for a period of 30 days from the date of delivery to Customer. Customer agrees that no claim will be asserted based on any oral or written representations, which are not set forth in this document.
- B. Customer's remedy and Sumco's liability under this warranty shall be limited solely to the replacing of parts returned to Sumco's plant (with transportation charges prepaid) which upon examination by Sumco, are determined by Sumco to have been defectively plated. Said replating is conditioned on the Customer giving Sumco written notice within 30 days from the date the plated goods are received by Customer that said goods are defective. Failure by Customer to give said notice shall constitute an irrevocable waiver by Customer of all claims with respect to said goods.
- C. Sumco's liability hereunder for replating shall not apply to any plated goods which have been subject to misuse, negligence or accident or which have been altered in any way so as to affect the performance and reliability of the original plating.
- D. Sumco shall not be liable for any indirect, special, incidental, consequential or punitive damages, including death, personal injuries, property damage, or lost profit arising out of defective materials and/or workmanship.
- E. SUMCO MAKES NO WARRANTY OF MERCHANTABILITY WITH RESPECT TO ANY WORK PERFORMED ON MATERIALS SUPPLIED HEREUNDER AND THE CUSTOMER AGREES THAT THERE IS NO WARRANTY THAT SUCH WORK AND/OR MATERIALS ARE FIT FOR ANY PARTICULAR PURPOSE.
- F. Sumco quotes and produces to the latest customer provided specification revision level. It is the Customer's responsibility to provide the latest specification revision level at the time of request for quotation.

ENTIRE AGREEMENT: The terms and conditions hereof, together with Customer's purchase order, constitute the entire agreement between Sumco and Customer. No agent, employee, or representative of Sumco has any authority to bind Sumco at any time to any affirmation, representations or warranty concerning work performed on materials supplied hereunder and no alteration or waivers of any provision hereof, by course of conduct or otherwise, shall be valid unless confirmed in writing by and an officer of Sumco.

LIMITATION OF ACTIONS: Any action to enforce any remedy hereunder must be commenced within one year after the cause of action has accrued.

GENERAL: The terms of this agreement and the rights and remedies of Sumco and Customer hereunder shall be governed by the law of the State of Indiana. In the event Customer fails to pay any amount owing to Sumco, Customer agrees to pay prejudgment interest at ten percent (10%) per annum on all amounts owing to Sumco. In addition, Customer agrees to pay Sumco's reasonable attorney's fees, court costs and/or litigation expenses resulting from Customer's failure to pay all amounts payable to Sumco. By submitting a purchase order to Sumco, Customer agrees that the terms and conditions set forth above are automatically incorporated by reference into, and become a material part of, the Customer's purchase order. Sumco shall not be responsible for any failure or delay in the

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performance of its obligations to the extent that the failure is caused by force majeure including, without limitation, acts of God, flood, fire, labor disputes, riots or civil commotions, litigation, war, terrorism, or any other act of any foreign nation, power of government, or governmental agency or authority, or acts or omissions of Customer or non-delivery or delays in delivery by any other supplier of goods or services. The failure by Sumco to enforce or exercise any right shall in no way be construed to be a waiver of such right to insist upon strict compliance of Customer's obligations. Customer consents and agrees that any litigation shall be filed in the state or federal courts located in Marion County, Indiana, and submits to venue and jurisdiction in such courts. Sumco does not agree to, and shall not be bound by, any terms or conditions contained in Customer's invoices or purchase order forms, except as expressly agreed to in writing and signed by an authorized representative of Sumco, and any amendment to the same is not enforceable unless so executed by a duly authorized representative of Sumco.