

TERMS AND CONDITIONS OF SALE

Urick Foundry, a division of Ridge Tool Manufacturing Company is herein referred to as "URICK and/or Seller" and the customer or person or entity purchasing products or services (hereinafter collectively referred to as "Goods") is referred to as the "Buyer". These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from URICK relevant to the sale of the Goods and all documents incorporated by specific reference therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods by URICK to Buyer. Buyer's acceptance of the Goods will manifest Buyer's assent to these terms and conditions without variation or addition. Any different or additional terms in Buyer's purchase order or other Buyer documents or portal are hereby objected to. URICK reserves the right in its sole discretion to refuse orders.

1. PRICES AND TAXES: Price are based upon materials, weights and casting designs specified by the Buyer. The price at which this order is accepted is subject to adjustment to URICK's price in effect at the time of order and URICK surcharge pricing based on actual raw material cost URICK incurs at the time of invoicing. Buyer must accept Seller Quotations within sixty (60) days from the date listed on Seller's Quotation, after such time Seller's Quotation is no longer valid. Any current or future tax or governmental charge (or increase in same) affecting Seller's costs or production, sale or delivery or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, storage, processing, use or consumption of Goods (but excluding any tax on Seller's net income or profit) shall be for Buyer's account and shall be added to the price. Buyer agrees to accept and pay shortage or overruns of +/- (10%) of the order quantity on "made-to-order" Goods, including parts. Any such shortage or overruns items shall be priced at the price per item charged for the specific quantity shipped.

2. TERMS OF PAYMENT: Terms are stated on URICK's invoice in U.S. currency. URICK shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreements with the Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly, or URICK otherwise deems itself insecure. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Should Buyer's financial responsibility become unsatisfactory to URICK, cash payments or security satisfactory to URICK may be required by URICK for future deliveries and for the goods theretofore delivered. If such cash payment or security is not provided, in addition to URICK's other rights and remedies, URICK may discontinue deliveries.

3. SHIPMENT AND DELIVERY: Notwithstanding any provisions to the contrary in other documents related to this transaction and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss there shall transfer to Buyer as follows: for sales in which the end destination of the Goods is the United States upon delivery to freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by the Buyer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While URICK will use all reasonable commercial

efforts to maintain the delivery date(s) acknowledged or quoted by URICK, all shipping dates are approximate and not guaranteed. URICK reserves the right to make partial shipments. URICK, at its option, shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions. If the shipment of the Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse URICK for any and all handling and storage costs and other additional expenses resulting therefrom. All claims for shipping errors, lost shipments or any other discrepancies must be made in writing within ninety (90) days or they will be disallowed and deemed waived.

4. LIMITED WARRANTY: Subject to limitations in Section 5, URICK warrants that the Goods manufactured by URICK will be free from defects in material or workmanship for six (6) months from the date of shipment of the Goods by Seller to Buyer. Rust on Goods are not covered by this warranty unless Buyer choose to have Goods that are castings shipped in VCI bags and Buyer reports a rust casting claim in writing within one (1) week of delivery and the rust is found at the time of receipt by Buyer. To take advantage of this warranty, prior written notice and the complete Good must be delivered prepaid (unless preapproved otherwise) to URICK. THE WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT THE SELLER'S PRODUCTS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

This warranty shall not apply to any Goods including but not limited to which: (a) Have been repaired or altered outside URICK's factory after shipment of Goods or in any manner so as in URICK's judgment to affect its serviceability or proper operation, (b) Defects ascertainable only through radiographic gamma ray, nondestructive or nonvisual testing methods or for castings which fail to meet dimensional tolerances more strict than those set forth in said Seller's Date Files and Specifications unless such requirements are specifically set forth in Seller's written acknowledgement and accepted by the Seller, (c) have been subject to improper handling, operation, maintenance, repair or alteration, normal wear and tear, misuse, negligence, improper installation or accident.

If within thirty (30) days after Buyer's discovery of any warranty defects within the warranty period, URICK's obligation under this warranty, and the Buyer's exclusive remedy for the breach thereof, shall be limited to, at URICK's option, repair or replacement of any allegedly defective Goods or issuance of credit or refund. Unless authorized by URICK in writing, URICK requires the return of any allegedly defective Goods, transportation prepaid, before honoring any claim. Failure by Buyer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects. All returned Goods are subject to inspection, and if examination does not disclose any defect covered by this warranty, replacement of such Goods or issuance of credit for same will not be approved.

THE FOREGOING CONSTITUTES URICK'S SOLE WARRANTY RESPONSIBILITY AND BUYER'S EXCLUSIVE REMEDY WHETHER SOUNDING IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. No employee, agent, dealer, or other person is authorized to give any warranty on behalf of URICK. This warranty extends only to those who purchase the Goods from URICK.

5. LIMITATION OF REMEDY AND LIABILITY: THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR CREDIT UNDER SECTION 4. URICK SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL URICK'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR SERVICE GIVING RISE TO THE CLAIM OR CAUSE OF ACTION, AND BUYER SHALL INDEMNIFY URICK FOR ANY DAMAGES IN EXCESS THEREOF. BUYER'S MACHINING OR OTHER SECONDARY PROCESSING OF GOODS IS EXCLUDED FROM REIMBURSEMENT. BUYER AGREES THAT IN NO EVENT SHALL URICK'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS INCLUDE SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER IN CONNECTION WITH THE SALE, RESALE OR USE OF THE GOODS, WHICH ARE WAIVED BY BUYER AND AS TO WHICH BUYER SHALL INDEMNIFY URICK. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use of revenue, cost of capital or loss of or damage to property, equipment, or data, or loss of reputation. Further, Buyer shall indemnify and hold URICK harmless from any liability to Buyer, Buyer's employees, workers, contractors or any other persons arising out of Buyer's, and any other persons', use of the Goods. All instructions and warnings supplied by URICK will be passed on to those persons who use the Goods. URICK's Goods are to be used in their recommended applications and all warning labels adhered to the Goods by URICK shall be left intact.

6. EXCUSE OF PERFORMANCE (FORCE MAJEURE): URICK shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; fire; flood; weather; sabotage; strikes, labor disputes, civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; default of suppliers; or unforeseen circumstances or events beyond URICK's reasonable control. Deliveries or other performance may be suspended for an appropriate period or cancelled by URICK upon notice to Buyer in the event of any of the foregoing, but the balance of this agreement shall otherwise remain unaffected. If URICK determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth herein, URICK may allocate its available supply of the Goods or

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such material (without obligation to acquire other supplies of any such Goods or materials) among itself and its purchasers on such basis as URICK determines to be equitable without liability for any failure of performance which may result therefrom.

7. CHANGES: Buyer may suggest changes to designs and specifications for custom Goods being made specifically for Buyer. In the event such changes or additions are accepted by URICK, URICK may revise the price(s) and date(s) of delivery. URICK reserves the right to change designs and specifications for standard Goods without prior notice to Buyer.

8. ASSIGNMENT: Buyer shall not assign its rights or delegate its duties or any interest herein without URICK prior written consent. Any such assignment, without such consent, is void.

9. INSPECTION/TESTING: Buyer shall be responsible for receiving, inspecting, testing, storing and maintaining Goods. Buyer, at its expense, agrees that it will promptly inspect the Goods upon receipt thereof, and in no event later than thirty (30) days from the date of receipt of the Goods. Buyer shall deliver to URICK within fifteen (15) days of inspection, but in no event later than forty-five (45) days from the date of receipt of the Goods, written notice of any and all deficiencies, defects, variations from specifications or complaints of any kind with respect to the quantity, quality, condition, shipment, performance, price or appearance of the Goods so received by Buyer. In the event no such written notice is received by URICK, Buyer shall be deemed conclusively to have inspected and accepted all such Goods unconditionally and to have waived any and all rights and claims, including without limitation any right to reject the Goods or to claim damages in respect thereof. Buyer may not return goods without first advising URICK of the reasons therefore, obtaining from URICK a material authorization number and observing such instructions as URICK may give in authorizing such return.

10. SERVICES: If this agreement requires URICK to perform or provide any services, subject to Section 5, URICK (including without limitation its successors, assigns, agents or any person or entity acting at URICK's direction) shall not be responsible for any damages, claims, liabilities or expenses of any nature arising out of such services.

11. EXPORT/IMPORT: Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods and Services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import or export, Goods in violation of such applicable laws, regulations, orders or requirements.

12. SELLER'S COMPLIANCE: Seller shall comply with all applicable federal, state or local laws, rules, regulations, or orders. Seller/Contractor shall comply with Executive Order 11246, as amended by Executive Order 11375, and the applicable provisions of the Office of Federal Contract Compliance Programs (OFCCP), 41 CFR Part 60, which are incorporated herein by this reference.

13. MISCELLANEOUS: These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter hereof. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon URICK unless made in writing and signed on its behalf by its duly authorized representative. No conditions, usage or trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement

these terms and conditions shall be binding unless hereafter made in writing and signed by Seller. No modification shall be affected by URICK's receipt or acceptance of Buyer's purchase orders, shipping instruction forms, of other documentation containing terms at variance with or in addition to those set forth herein, all of which are objected to by URICK. Any such modifications or additional terms are specifically rejected by URICK. No waiver by URICK with respect to any breach or default of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by URICK. All typographical or clerical errors made by URICK in any quotation, acknowledgment or publication are subject to correction. Validity and performance relating to the interpretation and effect of this agreement shall be governed by the laws of the state of Pennsylvania without regard to its conflict of law principles.

14. CANCELLATION: Cancellation are made only by mutual consent. Buyer will pay Seller for work completed up to the date of cancellation, including amounts to cover non-refundable component purchases made by Seller and a reasonable profit thereon, and Seller will offer to deliver to Buyer all work completed "AS IS". If progress payments have been made, such payments will be reconciled with actual work completed and non-refundable purchases.

15. DRAWINGS & TOOLING: All such tooling, core boxes, core masks, and master patterns such as local and full plate negatives for customized Goods made specifically for Buyer by Seller shall be and remain the property of Buyer. Customized tooling, core boxes, core masks and master pattern charges for customized Goods made specifically for Buyer, if any, are in addition to the price of the customized Goods made specifically for Buyer and are due and payable upon completion of the tooling, and patterns. Unless otherwise stated in Seller's written quote, equipment, underlying technology, machining fixtures, heat treat and coils for customized Goods made specifically for Buyer by Seller are the property of Seller.

Seller's equipment, prints, drawings, tooling, and patterns of standard Goods (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this agreement are the property of Seller and Seller retains all rights, including, without limitation, exclusive rights of use, licensing and sale of same. Charges for tooling and patterns for standard Goods do not convey to Buyer, title, ownership interests in, or rights or possession or removal, nor prevent their use by Seller for other purchases, except as otherwise expressly provided by Seller and Buyer in writing with reference to this provision.

16. PATENTS AND COPYRIGHTS: Subject to the limitations set forth herein and in Sections 5, Seller warrants that the Goods sold, except those Goods made specifically for Buyer according to Buyer's drawings or specifications or otherwise at Buyer's direction, do not infringe any valid U.S. patent or copyright, as the case may be, in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged, and that Buyer cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to use patents only applies to infringements arising solely out of the inherent operation, according to Seller's specifications and instructions, of such Goods. In the event such Goods are held to infringe upon a U.S. patent or

copyright in such suit, and the use of such Goods is enjoined, or in the case of a compromise or settlement by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods, or modify same to become non-infringing, or grant Buyer a credit for the purchase price less 20% for each year or fraction thereof since it was shipped to Buyer.

17. DISPUTE RESOLUTION: In the event of any dispute INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIMS BASED IN TORT, NEGLIGENCE, PRODUCT LIABILITY, FRAUD, MARKETING, STATE OR FEDERAL REGULATIONS, ANY CLAIMS REGARDING THE ENFORCEABILITY OF THIS LIMITED WARRANTY, AND THE WAIVER OF CLASS ACTION TRIALS between Buyer and Seller, either may choose to resolve the dispute by binding arbitration, as described below, instead of in court. THIS MEANS IF EITHER BUYER OR SELLER CHOOSE BINDING ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR HAVE A JURY TRIAL. DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN BINDING ARBITRATION. Buyer and Seller agree that the proper venue if Arbitration is not so chosen by Buyer or Seller of all actions arising in connection herewith shall be only in the state of Pennsylvania and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to the agreement, may be brought by either party more than two (2) years after the cause of action has accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

18. CLASS ACTION WAIVER: BINDING ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER BUYER NOR SELLER MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHERS OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. ADMINISTRATION OF ARBITRATION: The binding arbitration must be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. This binding arbitration is governed by the Federal Arbitration Act ("FAA") (9 USC §1, et. seq.) and will govern the interpretation and enforcement. The binding arbitration shall be held at a location determined by AAA or at such other location as mutually agreed. In addition to the terms stated above, the following will apply to the binding arbitration: (1) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable; (2) the arbitrator shall apply Pennsylvania law consistent with the FAA.