

**THE DUPPS COMPANY
TERMS AND CONDITIONS OF ORDER**

1. **ACCEPTANCE/ENTIRE AGREEMENT:** Seller's acceptance of this order from The Dupps Company ("Dupps") is expressly limited to and conditioned upon, and shall be deemed to be, Seller's agreement to the following terms and conditions of purchase and sale, which shall govern this order and supersede all other agreements and terms between the parties. Except for any descriptions or promises by Seller with respect to its goods and services, including Seller's specifications, each of which shall be part of this order and the contract formed hereby (unless such provisions contradict the terms of this order, in which case such provisions are hereby rejected), Dupps expressly objects to any contrary, different, or additional terms or conditions contained in any quotation, acknowledgment, or other document of Seller or that are otherwise inconsistent with this order, and any such term or condition shall be superseded by the provisions of this order, which shall prevail. No contrary, different, inconsistent, or additional terms or conditions shall be of any force or effect unless agreed to by Dupps in writing, and Seller agrees that any such provision shall not constitute a part of this order. Neither this order, nor Dupps' acceptance of, or payment for, any articles ordered hereunder shall constitute acceptance of any different terms of Seller, and any reference herein to any document containing terms of Seller is deemed to exclude any terms inconsistent with this order. If Dupps' order is deemed to be an acceptance of an offer by Seller, such acceptance is hereby limited to the express terms of this order, and any variances must be agreed to by Dupps in writing. Any trade usage or prior course of dealing inconsistent with the terms of this order is also expressly negated. Nothing contained herein shall be deemed to limit any rights of Dupps pursuant to the State of Ohio Uniform Commercial Code (the "UCC").

2. **DELIVERY, INSPECTION, REJECTION, AND REVOCATION OF ACCEPTANCE:** Subject to Section 6, Seller shall deliver the quantities specified in this order, which goods and Seller's performance shall each be in accordance with Dupps' instructions, all specifications and approved samples, and all federal, state, and local laws, rules, and regulations, and at the prices specified in this order, or at Seller's current prices, whichever is lower. Failure by Seller in any respect shall entitle Dupps to terminate this order and be relieved of all liability for any undelivered portion in addition to any other rights or remedies of Dupps. Dupps' acceptance of any items not in compliance with this order shall not constitute a waiver of Dupps' rights with respect to this order or future deliveries. Items received before the scheduled delivery date may be returned at Seller's expense or be accepted and payment withheld until the scheduled date. Dupps is not required to pay Seller for items delivered in excess of the ordered quantities. Inspection and testing may be performed by Dupps at any time before, during, or after manufacture or delivery, at Seller's expense. Dupps' approval of any drawings, specifications, or other documents of Seller, or any sample, must be in writing, and neither such approval by Dupps, nor any inspection or testing, failure to inspect or test, acceptance of goods, and/or payment, shall affect or waive any of Dupps' rights or remedies, including under any warranties of Seller, and all warranties of Seller shall survive approval, inspection, delivery, acceptance, and payment by Dupps. All work by Seller or any subcontractors permitted pursuant to Section 7 hereof is subject to inspection by Dupps at the place where performed. Seller and all subcontractors shall ensure the safety and convenience of Dupps' representatives performing the inspection and testing, and shall provide all equipment, facilities and assistance necessary. Dupps' acceptance of all goods and services shall be in writing, and Dupps may revoke any acceptance in accordance with the UCC. Dupps may reject any goods or services for any reason, including after payment. If Dupps rejects any goods or services, in addition to other remedies of Dupps, including as set forth in Section 3, Dupps may return such goods at Seller's expense.

3. **WARRANTY:** Seller warrants that all items delivered hereunder will fully conform with all specifications and approved samples, be of the highest quality and workmanship, be fit for the purpose intended, comply with all laws, not infringe upon the intellectual property rights or other rights of any person, and be merchantable and free from all defects. If any goods or services are defective for any reason or are not in conformity with such warranties, at Dupps' option and in addition to any other rights and remedies of Dupps hereunder or at law or equity, Dupps may: return such articles to Seller for immediate repair or replacement at Seller's risk and expense; require a credit or refund for such articles as Dupps may direct; undertake promptly to cure any defects at Seller's risk and expense; and/or retain such articles with an equitable adjustment of price. Seller shall pay (and to the extent paid by Dupps, shall reimburse Dupps) for all expenses for handling, inspection, and return of defective articles, which shall include, but not be limited to, all costs associated with removal, replacement, transportation charges, repairs, replacements, and the cost of substitute goods. Seller expressly assumes all risks of loss to articles returned by Dupps while such articles are in transit.

4. **PRICING; TAXES:** Seller represents and warrants that the prices in this order do not exceed Seller's currently established prices for the same or substantially similar items sold or to be sold to any other person in like quantities, and to the extent that Seller offers a lower price to any other person, the price to be paid by Dupps for such items shall be automatically reduced under this order to such lower price. Except as may be otherwise provided in this order, the price includes all applicable federal, state and local taxes in effect on the order date. In case of increased or decreased tax rates, the order price shall be adjusted accordingly.

5. **LIENS:** Seller warrants that Dupps shall receive good title, free from all liens, encumbrances, and other claims, to the goods and services ordered hereunder. Seller shall promptly pay all claims for labor, services, materials and other items furnished in connection with this order. Seller expressly agrees that neither Seller nor any assignee, subcontractor, supplier, materialman, worker, or other person shall file or perfect any lien or other attachment against the items ordered or any other property of Dupps or Dupps' customers. Seller hereby expressly waives all rights to any such lien or attachment, and Seller agrees to obtain for Dupps such express waivers from each such assignee, subcontractor, supplier, materialman, worker, or other person. Seller agrees to promptly discharge by bond or otherwise any such lien or attachment, and to indemnify and protect Dupps and Dupps' customers against all losses and expenses in connection therewith. Dupps may withhold all or any part of any payments to Seller, and pay such amounts directly to any person which Dupps believes has not or will not be paid for labor, services, materials or other things furnished in connection with this order.

6. **CHANGES:** No modification or rescission of this order and the contract created hereby shall be effective unless in writing signed by Dupps. Any approved modified order will incorporate the unmodified terms of this order. Dupps may change drawings, designs, specifications, method of shipment, packing, place of inspection, quantities, delivery schedules, and may suspend shipments and suspend, delay, or interrupt all or any part of the work, upon written notice to Seller. If the cost or time required for furnishing the items ordered is increased or decreased as a result of any change so ordered, the price or time for delivery, or both shall be increased or decreased by the amount of any increase or decrease resulting directly from such change, however no change shall be allowed either in delivery schedule or price unless Seller notifies Dupps in writing within 5 days from Seller's receipt of the order for such change, such claim is not prohibited by other provisions of this order, and Dupps accepts in writing such changed terms. Upon receipt of any change notice, Seller agrees to proceed diligently in the performance of this order as changed, and nothing in this Section 6 shall entitle Seller to stop or delay performance with respect to this order. Seller shall make no changes to the design, materials, manufacturing location, or processes without providing to Dupps at least one hundred eighty (180) days advanced written notice, and Dupps must approve all such changes in writing.

7. **ASSIGNMENT:** Seller will not assign or subcontract any rights or obligations of Seller under this order and the contract created hereby, or any of the work to be done hereunder, in each case without Dupps' prior written consent, to be given in Dupps' sole discretion. Any assignment or subcontract not consented to by Dupps shall be void. If Seller is not a manufacturer, Seller agrees to require compliance with all the provisions of this order by its manufacturer as though such manufacturer was the Seller hereunder, specifically including, all of the obligations of Seller set forth in Section 9 hereof following a termination by Dupps, and Seller agrees to pass through to Dupps any nonconflicting terms of any manufacturers' warranties. Any assignment hereunder shall be subject to the provisions of Section 3 hereof.

8. **INTELLECTUAL PROPERTY; CONFIDENTIALITY:** Seller is solely responsible for the methods or processes by which it carries out the work for this order, unless otherwise agreed to in writing by Dupps, and unless otherwise stated on the reverse hereof, Dupps shall have no obligation to furnish or pay for any items of any kind for Seller's performance of this order. Seller agrees that all drawings, designs, notes, specifications, patterns, tools, dies, and any other documents, materials, or work products, furnished by Dupps (including any test equipment furnished by Dupps) or developed or acquired by Seller for Dupps (collectively, "Work Product") shall be the property of Dupps, be marked as directed and held in custody for Dupps, be returned to Dupps upon request, and shall not be used in the production, assembly, manufacture, or sale of any articles for or to any other person. Seller shall assign to Dupps all rights, title, and interest, including all intellectual property rights, for all Work Product to Dupps. Dupps is hereby granted the right to use any drawings, designs, notes, specifications, patterns, and any other documents, materials, or work products that are not Work Product for any purpose pertaining to Dupps' installation, modification, operation, maintenance, repair, procurement of replacements parts, and installation of complementary items, with respect to the articles purchased. Seller shall keep confidential, and shall not use or disclose for any purpose except for Seller's performance of this order, all Work Product, and all other proprietary information of Dupps, and shall not make or permit copies to be made except with Dupps' written consent. Neither Seller nor any other person may decompile, duplicate, reverse engineer, make modifications or inventions to, or create derivative works of, any Work Product or any other information of Dupps, and no licenses are granted to Seller with respect thereto except as provided herein. At the request of Dupps, all copies of all Work Product and any of Dupps' information in Seller's possession or control shall be delivered to Dupps, and Seller shall make no further use either directly or indirectly of any such item or any information derived therefrom. The provisions of this Section 8 shall indefinitely survive the completion or termination of the order and contract.

9. **TERMINATION:** Without prejudice to any rights of Dupps, Dupps may, for its convenience, terminate this order in whole or in part at any time by written notice to Seller. Upon termination, Seller shall, to the extent and at the time specified, stop work and related activities on this order. If this order is for standard articles offered by Seller and not produced specially for Dupps, Dupps shall have no liability for cancellation charges or for any amount other than the unpaid amount of the agreed price for completed articles delivered to and accepted by Dupps prior to termination. If this order is for articles produced specially for Dupps, upon such termination, Dupps shall pay Seller for Seller's direct, out-of-pocket costs for manufacture of the articles ordered through the date of notice of termination by Dupps, and for no other obligations, and which in no event shall exceed the portion of the total purchase price that the work actually performed bears to the entire work to be performed for this order. If Seller has knowledge of any actual or potential labor dispute which may delay the timely performance of this order, Seller shall immediately give written notice thereof to Dupps. If such delay or threatened delay may result in a failure by Seller to meet the required quantities or delivery schedule, Dupps may, without limiting any other remedies of Dupps, require expedited routing at Seller's expense, require transfer to an unaffected location all inventory of the purchased articles, and/or terminate this order. Dupps may also terminate the whole or any part of this order for any breach or failure to perform by Seller of any of the terms and conditions of this order, or upon the occurrence of any of the following events, each of which shall also constitute a default hereunder: (i) if Seller fails to make delivery within the time specified or if no time is specified, within a reasonable time following receipt of this order, or (ii) if Seller fails to perform any other provisions of this order, or (iii) if Seller becomes insolvent or the subject of any proceedings under any law relating to bankruptcy or relief of debtors. In the event of any such termination for default, Dupps may, in addition to any other remedies, procure upon such terms, and in the manner as it may deem appropriate, supplies or services similar to the articles terminated, and Seller shall be liable to Dupps for all costs of such procurement. Further, upon any termination, Seller shall protect all property in which Dupps has or may acquire interest, and shall transfer and make delivery to Dupps of all completed articles and all materials and work in process for the terminated portion of this order, as well as all Work Product, and at Dupps' request, promptly assign to Dupps all of Seller's interest under terminated subcontracts and orders. Dupps' rights of termination for default set forth above shall be in addition to any other rights and remedies of Dupps hereunder, or at law or in equity.

10. **INDEMNIFICATION, REMEDIES, AND APPLICABLE LAW:** In addition to any other remedies available to Dupps hereunder, at law, or in equity, all of which shall be cumulative, Seller shall indemnify and hold harmless Dupps, its shareholders, officers, directors, successors, assigns, agents, sureties, employees and customers from and against all claims, demands, liabilities, losses, damages, liens of whatsoever kind or nature, and without limitation, all costs, expenses and attorney's fees arising from or related to: a breach by Seller or any subcontractors of this order and the contract arising hereby; any default of any other contract or agreement between Dupps and Seller; Seller's or its subcontractor's performance hereunder, including, but not limited to, the death or injury to any persons or properties; failure to comply with any federal, state, or local laws, rules, or regulations, or any other actions or inactions of Seller or its subcontractors; and the infringement of any intellectual property rights of any other person. At Dupps' request, Seller shall defend at its own expense any litigation for which Seller is required to indemnify Dupps, and Dupps shall have the right to participate in such defense with counsel of its choice. Dupps may, with its own counsel, assume such defense at Seller's expense if Seller fails to assume such defense promptly at Dupps' request. In addition to all other remedies of Dupps, any claims for monies due or to become due from Dupps shall be subject to deduction by Dupps for setoff or counterclaim arising out of this or any other of Dupps' orders with Seller whether such setoff or counterclaim arose before or after any assignment by Seller. No waiver by Dupps of a breach of any provision hereof shall constitute a waiver of any continuing or future breach of such provisions or of any other provision hereof. In no event shall Dupps be liable for any incidental, consequential, special, or punitive damages. This transaction, the terms and conditions hereof, and any and all claims arising in relation hereto, shall be governed by the laws of the State of Ohio, regardless of principles of conflicts of law. Seller agrees to comply with all federal, state, and local laws, rules, and regulations, and shall provide certification of compliance upon request. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to the terms and conditions of this order. Any action arising from or relating hereto shall be instituted and litigated in any federal or state court located in Montgomery County, Ohio, and the parties hereby irrevocably consent to such jurisdiction.

11. **GENERAL PROVISIONS:** Time is of the essence in the performance of all of Seller's obligations under this order and the resulting contract. The headings hereof are for convenience only and are not to be used in interpreting the contract between the parties. Dupps and Seller shall at all times be independent contractors, and no other relationship is created or construed. The provisions of the contract created hereby shall bind and inure to the benefit of the parties hereto and their respective permitted successors and assigns.