

All goods and services procured by any **International Equipment Solutions** company (the "Buyer") shall be in accordance with the following terms and conditions:

1. ACCEPTANCE. This Order is Buyer's offer to Seller and shall become a binding contract on the terms and conditions set forth herein upon the earlier of (i) Seller's acknowledgement or (ii) by Seller's full or partial performance hereunder. This Order does not constitute an acceptance by Buyer of any prior proposal, quote or offer to sell, and any reference to such is solely for the purpose of incorporating the description and/or specifications of the goods and services contained therein, but only to the extent that such description or specification does not conflict with the description and specifications set forth in this Order. This Order shall not be construed in any manner to obligate Buyer to do any other business with Seller, all such determinations to be in the sole and absolute discretion of Buyer.

2. COMPLETE AGREEMENT. This Order and the terms and conditions herein constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. Any additional terms or conditions contained in Seller's order acknowledgment, or in any other Seller document, are hereby objected to by Buyer without the need for further notice of objection, and shall be of no effect, nor shall they be binding upon Buyer under any circumstances unless expressly accepted by Buyer in writing. Buyer's acceptance or rejection of one or more additional terms or conditions (i) shall not constitute an acceptance of any other additional term or condition and (ii) if any such terms or conditions conflict with or make ambiguous any terms or conditions contained herein, the terms and conditions of this Order shall control unless Buyer expressly states that the subsequent terms or conditions supercede the terms and conditions of this Order. Trade custom, trade usage and past performance are superseded by this Order and shall not be used to interpret this Order.

3. CHANGES. Buyer at any time shall have the right to make changes to its order, including without limitation, in the quantities, specifications or delivery schedule. Any such change that has a significant impact on Seller's time or cost of performance shall entitle either Seller or Buyer to an equitable adjustment. However, no additional charge will be allowed unless authorized by Buyer in writing. Information, such as technical direction or guidance provided to Seller by Buyer's representatives in connection with Seller's performance hereunder, shall not be construed either as a change within the meaning of this provision or as direction to proceed outside the scope of this Order.

4. CANCELLATION. Buyer may cancel this Order in whole or in part upon notice to Seller, without liability to Buyer. Cancellation will not have the effect of waiving damages to which Buyer might otherwise be entitled.

5. NO PUBLICITY. Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise, publish, or disclose the fact to any third party that Seller has contracted with Buyer to furnish the goods herein ordered nor any detail connected with this Order, except as may be required to perform this Order.

6. DELIVERY. TIME IS OF THE ESSENCE for delivery to Buyer hereunder. Seller shall promptly provide written notification to Buyer of any possible or actual delay in performance hereunder and shall provide all relevant information concerning the cause for such delay. In no event, however, shall such notice relieve Seller of its obligations under this Order. Deliveries shall be strictly in accordance with the schedule set out or referred to in the Order and in the exact quantities ordered. In no event shall Buyer be liable for any excess goods shipped by Seller. Buyer reserves the right at Seller's expense to return goods shipped not in accordance with Buyer's order set forth on the face hereof.

7. WARRANTY. Seller warrants and guarantees that its goods and services: (a) will comply with all specifications and requirements; (b) will be of merchantable quality, free from any latent or patent defects; (c) will be safe for their intended use; (d) shall reference true

weights, measures, sizes, legends or descriptions indicated; (e) will be of comparable quality as all samples delivered to Buyer, if any; and (f) shall comply with all applicable laws, rules, regulations, licenses, permits, ordinances, codes and or standards. This warranty and guaranty shall be in addition to any warranties of broader scope and service warranties and guarantees given to Buyer by the Seller, and shall survive inspection, test, acceptance, and payment, and shall run to Buyer, its successors, assigns, and customers.

8. NONCONFORMANCE. Goods or services that do not conform to the requirements of this Order may be rejected, at Buyer's sole option. All costs with respect to the repair, replacement or refund of the nonconforming goods, including packing, packaging and freight charges, shall be at the Seller's expense.

9. PROPRIETARY RIGHTS. Seller agrees that Buyer's designs, specifications, formulas and manufacturing information are proprietary data and shall not be disclosed to others or utilized for purposes other than those intended hereunder. Seller shall return all proprietary data and copies thereof to Buyer upon completion of Seller's obligations hereunder or at Buyer's request at any earlier time.

10. EQUIPMENT & SPECIAL TOOLING. Buyer shall not be obligated to reimburse Seller for the cost of any equipment or tooling unless specifically agreed to in writing by Buyer. Any equipment, tools, jigs, dies, fixtures, templates, patterns, or drawings (hereinafter collectively called "tools") furnished by Buyer to Seller and any tools made or acquired by Seller for the performance of Buyer's order, the cost of which is separately quoted or advertised in the unit price, shall remain or become the property of Buyer, free of any lien or claim created by or through Seller. All such tools shall be used exclusively for production under Buyer's orders. Reproducible drawings for tools to be made or acquired by Seller for performance of Buyer's orders shall be submitted to Buyer for approval or to the manufacturer for acquisition of such tools. Seller will maintain the tools in first-class condition and will make replacements when necessary. Seller will not make any alterations to such tools without Buyer's specific written authorization. Seller will be responsible for all loss or damage to such tools while in Seller's possession. Upon completion or cancellation of this order, such tools shall be disposed of as Buyer shall direct.

11. RIGHT-OF-ACCESS. Buyer reserves the right, during normal business hours, to verify purchased goods at Seller's premises and to inspect Seller's work hereunder to ensure that all standards and specifications are met. Any such inspection by Buyer does not absolve Seller of the responsibility for the quality of goods, nor shall it preclude subsequent rejection by Buyer.

12. PACKING & SHIPPING. No charge shall be allowed for handling, packing, crating, drayage or storage without written permission of Buyer. Goods shall be packaged in a method to preserve and protect from damage and/or degradation, and shall be suitably prepared for shipment by Seller in accordance with acceptable commercial practices and in compliance with all applicable laws. Seller shall cause the goods to be labeled and marked to conform to all requirements of all applicable federal, state and local laws, including but not limited to CE markings. Seller shall identify Buyer's purchase order number on Seller's invoice, packing list, bill of lading or on any packages. Seller shall attach an invoice to all shipments, in addition to forwarding a copy of such invoice to Buyer. Unless otherwise provided herein, all sales within the USA and Canada are FOB Destination, and sales outside the USA and Canada are DDP (Buyer's designated location) Incoterms 2010.

13. PRICING. This Order must not be filled at prices higher than last quoted by Seller without Buyer's written consent. Seller represents that the prices to be paid or otherwise charged to Buyer are not any higher than the lowest price for such goods or services offered by Seller to any other of its customers. Seller shall be

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responsible for and pay all federal, state, and local sales, use, income, excise, property, employment, and other taxes similar to, or differing from, any of the foregoing, incurred or levied on or in connection with the manufacture of goods, provision of services, or relating to Seller’s own property. Buyer shall be responsible only for taxes arising from its ownership of the goods. Seller agrees to indemnify Buyer against any loss, liability or expense resulting from Seller’s failure to pay such taxes, fees, duties, assessments, charges or conditions.

14. PAYMENT. Unless stated otherwise on the face of this Order, Buyer shall remit payment to Seller within 60 days of Buyer’s receipt of a correct Seller’s invoice. Payment by Buyer hereunder shall not be deemed an acceptance of the goods or services performed hereunder by Seller.

15. TITLE. Seller warrants full, unrestricted title to all goods, tools and services furnished hereunder, free and clear of all liens, security interests and encumbrances. Care, custody and control of all goods remain with Seller until such time as Buyer takes physical possession or otherwise agrees in writing. Seller shall carry on its work and manufacture of goods at its own risk until the goods are completed and accepted by the Buyer. In the case of accident, destruction or injury to the goods before the final completion and acceptance, Seller shall repair or replace such goods at its own expense and to the Buyer’s satisfaction.

16. HAZARDOUS MATERIALS. Seller shall notify Buyer in writing upon acceptance of this Order if goods furnished are subject to laws or regulations relating to hazardous or toxic substances, whether for shipment or use, or when disposed of, to regulations governing hazardous wastes, or any other applicable environmental, health, or safety laws or regulations. Instructions for shipping, handling, warnings, and material safety data sheets shall be provided with each shipment. Seller shall submit to Buyer with each shipment, a copy of all relevant MSDS sheets.

17. PATENTS. Seller warrants that the manufacture, use and sale of the goods do not infringe any claims of any patent, trademark, trade name, copyright or any other third-party property right. Seller agrees to defend, indemnify and hold Buyer (and its agents, representatives, employees, officers, directors, affiliates, successors, assigns, and customers) harmless from any and all claims, demands, actions, damages and liabilities (including legal fees) involving the infringement of any third-party patent, trademark, copyright or other intellectual property right, or the misappropriation of any trade secret, by reason of the manufacture, use, or sale of said goods or services by Buyer.

18. INDEMNITY & INSURANCE. Seller agrees to defend, indemnify and hold Buyer (and its agents, representatives, employees, officers, directors, affiliates, successors and assigns, and customers) harmless from all claims, demands, actions, damages, and liabilities (including reasonable attorney’s fees) in any way connected with the goods or services provided to Buyer hereunder, or any act or omission of Seller, its agents, employees, or subcontractors. Should a recall be necessitated due to a defect or non-conformance of the goods, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, returning goods, customer refunds, lost profits, and any expenses incurred to meet obligations to third parties. Seller agrees to maintain Comprehensive General Liability and Product Liability insurance in sufficient amounts and form, as satisfactory to Buyer. Seller agrees to name Buyer as additional insured and to provide Buyer with certificates evidencing that such insurance is being maintained.

19. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE HELD LIABLE FOR PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, INCLUDING FAULT OR NEGLIGENCE OF BUYER.

Buyer’s liability on any claim of any kind for any loss or damage arising out of or in connection with this Order or from the performance or breach thereof shall in no case exceed the unpaid price of any goods or service ordered and delivered hereunder. Any action resulting from any alleged breach by Buyer must be commenced within one year after the cause of action has accrued, or Seller shall be deemed to have waived any such claims.

20. COMPLIANCE WITH LAWS. Seller shall comply with all applicable federal, state, county, and municipal statutes, laws, regulations, codes, standards, ordinances and orders in its performance hereunder,

21. ASSIGNMENT. Seller shall not assign this Order or any rights or work performed hereunder without the prior written consent of Buyer. Any attempted assignment without such consent shall render this Order null and void.

22. WAIVER. No failure to exercise, and no delay in exercising, on the part of Buyer any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude further exercise of the same right, power or privilege.

23. VALIDITY OF PROVISIONS. In the event that any provision or any part or portion of any provision of this Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining parts or provisions hereof.

24. FORCE MAJEURE. Neither party shall be liable to the other for any failure to perform any obligation under this Order which is due to an event beyond the control of such party including but not limited to Act of God, terrorism, war, Political insurgence, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventually outside of our control which cause the termination of the Order entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Order contained herein.

25. CONFIDENTIAL INFORMATION. Seller agrees to keep secret and confidential all confidential, proprietary or non-public information of Buyer and the existence, terms and conditions of this order (the “confidential information”). In addition, the Seller agrees to (i) disclose the confidential information only to its employees who need to know for purposes of fulfilling this order and (ii) use the confidential information only for the purpose of fulfilling this order. It is understood that no license, either expressed or implied, is hereby granted by the Buyer under any confidential information.

26. GOVERNING LAW & VENUE. This Order shall be governed in accordance with the laws of the State of Illinois (“Buyer’s State”), without reference to any conflict of law provisions. The parties agree that (i) the state and federal courts located in the Buyer’s State shall have exclusive jurisdiction over all disputes hereunder and (ii) the UN Convention on Contracts for the International Sale of Goods shall not apply to the sale of goods hereunder.