

**ITW WORKHOLDING
TERMS AND CONDITIONS - QUOTATION**

ENTIRE CONTRACT. THIS QUOTATION AND ANY ORDER WHICH RESULTS THEREFROM ARE SUBJECT TO THE WARRANTIES, WARRANTY DISCLAIMER, TERMS AND CONDITIONS APPEARING HEREON, ON THE FACE SIDE HEREOF AND IN THE FINAL CUSTOMER ACKNOWLEDGMENT, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATION OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING IN THE FINAL CUSTOMER ACKNOWLEDGMENT. ANY CONFLICTING WARRANTIES, TERMS AND CONDITIONS IN THE PURCHASE ORDER OR ANY OTHER BUYER'S DOCUMENT ARE SPECIFICALLY REJECTED BY THE SELLER. THE TERMS AND CONDITIONS SET FORTH BELOW AND ON THE FACE SIDE HEREOF CONSTITUTE THE EXPRESSION OF ALL THE TERMS OF THIS AGREEMENT AND A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENTS BETWEEN BUYER AND SELLER. ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY ANY AGENT OR EMPLOYEE OF SELLER THAT DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS HEREOF SHALL BE GIVEN NO EFFECT OR FORCE. Any additional contradictory or different terms contained in any initial or subsequent order or communications from Buyer pertaining to Goods described on the face hereof are hereby objected to. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. All orders are subject to the approval by the Seller at its office from which this Quotation has originated. No waiver or alteration of terms herein shall be binding unless in writing, signed by an executive officer of the Seller.

PRICE, PACKING, SHIPMENT. Prices stated are subject to change without notice. Prices stated are based on Seller's standard packaging. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by the Buyer. In the absence of shipping and packing instructions, Seller shall use its own discretion in choice of carrier and method of packing. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance so requested shall be at buyer's expense and valuation.

Domestic: All prices are F.O.B. Seller's plant from which the Goods subject to this Quotation are shipped, freight collect, unless otherwise specifically set forth on the face side hereof. A \$15.00 handling charge will be added to the shipping cost.

International: All prices are Incoterms 2000 FCA Seller's plant from which the Goods subject to this Quotation are shipped, freight collected, unless otherwise specifically set forth on the face side hereof.

WARRANTY. SELLER WARRANTS GOODS SOLD BY IT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR ONE (1) YEAR FOLLOWING THE DATE OF SHIPMENT. IF ANY OF THE GOODS ARE FOUND BY SELLER TO BE DEFECTIVE, SUCH GOODS WILL, AT SELLER'S OPTION AS PROVIDED HEREIN, BE REPLACED OR REPAIRED AT SELLER'S COST. THE PARTIES HERETO EXPRESSLY AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE SELLER SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS AS PROVIDED HEREIN. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. NO AFFIRMATION OF SELLER BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS SECTION SHALL CONSTITUTE A WARRANTY. GOODS WHICH MAY BE SOLD BY THE SELLER BUT WHICH ARE NOT MANUFACTURED BY THE SELLER ARE NOT WARRANTED BY THE SELLER, BUT ARE SOLD ONLY WITH WARRANTIES, IF ANY, OF THE MANUFACTURERS THEREOF. THIS WARRANTY DOES NOT COVER LABOR OR OTHER COSTS OR EXPENSES TO REMOVE OR INSTALL ANY DEFECTIVE, REPAIRED, OR REPLACED GOOD. SELLER'S WARRANTY DOES NOT APPLY TO ANY GOODS WHICH HAVE BEEN SUBJECT TO MISUSE, MISHANDLING, MISAPPLICATION, NEGLIGENCE (INCLUDING BUT NOT LIMITED TO, IMPROPER MAINTENANCE), ACCIDENT, IMPROPER INSTALLATION, MODIFICATION (INCLUDING BUT NOT LIMITED TO USE OF UNAUTHORIZED PARTS OR ATTACHMENTS), OR ADJUSTMENT OR REPAIR PERFORMED BY ANYONE OTHER THAN THE SELLER OR ONE OF THE SELLER'S AUTHORIZED AGENTS. ANY CLAIM BY BUYER WITH REFERENCE TO THE GOODS SOLD HEREUNDER SHALL BE DEEMED WAIVED BY THE BUYER UNLESS SUBMITTED IN WRITING TO THE SELLER WITHIN THE EARLIER OF THIRTY (30) DAYS FOLLOWING THE DATE BUYER DISCOVERED OR BY REASONABLE INSPECTION SHOULD HAVE BEEN DISCOVERED, ANY CLAIMED BREACH OF THE FOREGOING WARRANTY, OR THIRTEEN (13) MONTHS FOLLOWING THE DATE OF SHIPMENT. ANY CAUSE OF ACTION FOR BREACH OF THE FOREGOING WARRANTY SHALL BE BROUGHT WITHIN ONE (1) YEAR FROM THE DATE ALLEGED BREACH WAS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED, WHICHEVER COMES FIRST.

LIMITATION OF LIABILITY. SELLER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR STRICT LIABILITY) FOR ITS GOODS SHALL BE LIMITED TO REPAIRING OR REPLACING PARTS FOUND BY THE SELLER TO BE DEFECTIVE, OR AT THE SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS OR PARTS THEREOF. AT SELLER'S REQUEST, BUYER WILL SEND, AT BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PARTS TO THE PLANT OF SELLER THAT MANUFACTURED THEM OR SUCH OTHER SELLER PLANT SO DESIGNATED.

DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HERewith, CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE, WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH) TO ANY PERSON, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS). BUYER SHALL

INDEMNIFY SELLER AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY SELLER OR ACCOUNT OF SUCH LOSS, DAMAGE OR INJURY.

TITAL AND RISK LOSS. Title to any Goods sold and risk of loss of such Goods passes to Buyer upon delivery by seller to carrier, and any claims for losses or damage shall be made by Buyer directly with carrier.

CREDIT TERMS. All orders and shipments shall at all times be subject to the approval of the Seller. The Seller reserves the right of declining to make shipment whenever, for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for breach or nonperformance of contract in whole or part.

TAXES. Unless otherwise specifically provided on the face hereof, the price for the Goods purchased is net and does not include sales, use, excise or other similar taxes, whether Federal, state, or local. The amount of any such taxes applicable to the Goods shall be paid by buyer in the same manner and with the same effect as it originally included in the purchase price.

DELAYS. All shipping dates are approximate, and are based on current availability of materials, present production schedules, and prompt receipt of all necessary information. Seller will not be liable for any damage, loss, fault or expenses arising out of delays in shipment or other performance of this Agreement caused by or imposed by: (a) strikes, fires, disasters, riots, acts of God, (b) acts of Buyer, (c) shortages of labor, fuel, power, materials, supplies, transportation or manufacturing facilities, (d) government action, (3) subcontractor delay or (f) any other cause or condition beyond Seller's reasonable control. In the event of such delay or non-performance, Seller may, at its option, and without liability, cancel all or any portion of this Agreement and/or extend any date upon which any performance hereunder is due.

TERMINATION, CANCELLATION AND CHANGES. Orders cannot be terminated, canceled or modified, or shipment deferred after acceptance of Buyer's order by Seller, except with the Seller's written consent and subject to condition then agreed upon which shall indemnify Seller against liability and expense incurred and commitments made by Seller and which shall provide profit on work in progress and contract value of production or parts completed and ready for shipment.

PATENT INFRINGEMENT. Buyer agrees to defend and indemnify Seller against any claims or liabilities for, or by reason of, the infringement of any patent arising from the manufacture of any of the Goods in accordance with specifications furnished by Buyer or from the sale thereof.

INDEMNITY BY BUYER. Buyer shall release, hold harmless, indemnify and defend Seller from and against any loss, liability, claims, suits and costs caused by, arising out of, or by relating to the design of Goods supplied hereunder or the design of the packages or containers in which they are shipped, if such Goods, packages or containers are made in compliance with Buyer's design or specification.

GENERAL CONDITIONS. No agent, salesman or any other party is authorized to bind Seller by any Agreement, warranty, statement, promise or understanding not herein expressed.

The sales of Goods pursuant to this order shall be governed by the laws of the State of Michigan.

In addition, the rights and remedies conferred upon Seller by law, Seller shall not be required to proceed with the performance of any order or contract, if Buyer is in default in the performance of any order or contract with Seller, and in the case of doubt as to Buyer's financial responsibility, shipments under this order may be suspended, sent sight draft with bill of lading attached by Seller or C.O.D.

Any clerical errors are subject to correction. No delay or omission by Seller in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy and shall not be constituted as a bar to or a waiver of any such right or remedy on any future occasion.

This contract shall be binding upon and shall endure to the benefit of the successors and assigns of Buyer and Seller provided, however, that buyer may not assign or transfer this contract, in whole or in part, except upon the prior written consent of Seller.