

TERMS AND CONDITIONS Luxium Solutions LLC

SELLER

Luxium Solutions LLC is hereinafter referred to as "Seller", as applicable.

CONTRACT

The terms and conditions set forth below constitute the expression of all the terms of this agreement and a complete and exclusive statement of the agreement between Purchaser and Seller. Any additional, contradictory or different terms contained in any initial or subsequent order or communication from Purchaser pertaining to the Goods described on the face hereof are hereby objected to. 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. 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. All orders are received subject to approval by Seller at its principal office in Hiram, Ohio and any acceptance by Seller is made conditional on Purchaser's assent to the additional or different terms contained herein. Purchaser shall be bound by the terms and conditions herein when it executes and returns an acknowledgment copy to Seller, or when it otherwise indicates acceptance of these terms and conditions, or when it accepts delivery from Seller of, or pays Seller for any of the goods or services specified herein. Now a waiver or alteration of terms herein shall be binding unless in writing, signed by an authorized representative of Seller. This contract shall be governed by the laws of the State of Delaware, without giving effects to its conflicts of laws provisions.

TERMS OF PAYMENT

All prices are net and unless other terms are specified, the full price is to be paid within 30 days from date of shipment. Payment is to be in United States dollars. Late Payments are subject to a finance charge of 3% per month, or the maximum charge allowed by law if less than 3% per month. In the event that Seller incurs cost and expenses, including but not limited to reasonable attorneys' fee to collect what is owed hereunder, and to otherwise enforce any of its rights hereunder, such costs and expenses shall be paid by the Purchaser. A minimum of \$1500 applies to all orders.

TAXES

Seller's prices do not include sales, use, excise and other taxes which may be levied, assessed or imposed upon the goods or the sale thereof at any time at or after delivery thereof at the f.o.b. point to the carrier or the Purchaser. If any such taxes which have been collected by Seller from the Purchaser and paid to the taxing authorities are thereafter held inapplicable, Seller will refund the same to the Purchaser only to the extent that the same has been refunded to Seller by the taxing authority.

If the Purchaser is exempt from the payment of any specific tax which would otherwise be applicable, it shall be the duty of the Purchaser to furnish Seller proper exemption certificates.

RISK OF LOSS AND TITLE

The Purchaser assumes all responsibility for and risk of loss or damage to the goods after delivery at the f.o.b. point to the carrier, at which time title thereto shall pass to the Purchaser, unless special contract terms are agreed upon whereby Seller actually receives the shipment.

WARRANTY

The only warranty given with the goods described on the face hereof is Seller's Extended Warranty or Standard Warranty Statement. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE GOODS SOLD HEREUNDER.

Seller's obligation hereunder shall be limited to the repair or replacement, at Seller's option, of any goods or any part thereof, which, upon Seller's receipt and examination prove to have been defective due to failure to comply with the above warranty within the specified warranty period of 3 month unless otherwise specified in the offer.

The warranty constitutes the fulfillment of Seller's obligation to the Purchaser. Seller is not responsible for damages of any kind including incidental or consequential damages, and Seller assumes no warranty obligation whatsoever for goods where the application has been outside the applicable specifications for the goods.

LIABILITY AND DAMAGES

Limitation of Seller's liability (whether under the theories of breach of contract or warranty, negligence, strict liability or other theories) shall be limited to repairing or replacing goods found by Seller to be defective. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY OTHER DAMAGE INCLUDING BUT NOT LIMITED TO ANTICIPATED PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF USE OF THE GOODS OR OF ANY INSTALLATION INTO WHICH THE GOODS MAY BE PUT.

DELAYS

Seller shall be entitled to an extension of time for the performance of any contract of sale in the event of and to the extent of any delays caused by lack of correct or complete data furnished by the Purchaser, by changes or revisions in specifications requested or consented to by the Purchaser, by tardy approval of drawings by the Purchaser, or by any cause or condition beyond Seller's reasonable control. By way of example, but not exclusion, any of the following shall be a cause or condition beyond Seller's reasonable control, namely, fire, strikes or labor trouble, orders of civil or military authorities, insurrections, riots, vandalism, car shortages, disasters, transportation delays, and inability to obtain satisfactory materials or manufacturing elements at rates or prices then generally in effect.

STORAGE

Finished goods on which manufacture or delivery is delayed due to any cause not within Seller's control may be placed in storage by Seller, either in Seller's plant or elsewhere, for the Purchaser's account and risk, and the Company's regular charges therefore and expenses in connection therewith shall be paid by the Purchaser promptly upon presentation of invoices; but if in Seller's opinion it is unable to furnish,

obtain or continue such storage, the Purchaser will, on request, provide or arrange for suitable storage facilities and assume all costs and risks in connection therewith.

PATENTS

Seller shall defend, indemnify and hold Purchaser and its clients, employees, officers, directors, representatives, agents and invitees harmless against any judgment of infringement of any patent, copyright, trademark or other intellectual property, with respect to any products in their as delivered state. The foregoing indemnity is conditional upon (i) prompt written notice of any claim to Seller, (ii) Seller's control of the defense and settlement of any claim, and (iii) reasonable cooperation and assistance by Purchaser in the defense and settlement of such claim at the expense of Seller. Seller shall not be responsible for any compromise made by Purchaser without Seller's prior written consent.

Purchaser shall defend, indemnify and hold Seller and its clients, employees, officers, directors, representatives, agents and invitees harmless against any allegations arising out of any actual or alleged infringement of any patent, copyright, trademark or other intellectual property, or any litigation based thereon, with respect to any products or use thereof to the extent that such infringement results (i) solely from the manufacture of the products pursuant to Purchaser's specifications, (ii) pursuant to Purchaser's specifications for products specifically requested by Purchaser to include features resulting in infringement of patent rights of a third party when such features are not offered by the Seller in the ordinary course of business, or (iii) from use by Purchaser of the product or combination of the product with anything else. The foregoing indemnity is conditional upon (i) prompt written notice of any claim to Purchaser, (ii) Purchaser's control of the defense and settlement of any claim unless Seller opts to control the defense, and (iii) reasonable cooperation and assistance by Seller in the defense and settlement of such claim at the expense of Purchaser. Purchaser shall not be responsible for any compromise made by Seller without Purchaser's prior written consent and which shall not be unreasonably withheld.

RETURNED EQUIPMENT

Seller does not make a practice of permitting a Purchaser to return purchased goods or parts thereof to Seller and receive credit therefore without authorization. Any such return of equipment, or parts for credit will be permitted only after written authorization has been obtained from the principal office of Seller in Hiram, Ohio and only if all transportation charges are paid in advance by the Purchaser. Seller will refuse to accept shipment of any goods or parts unless the foregoing conditions have been complied with. Goods built to a Purchaser's specification cannot be returned for credit under any condition.

SCHEDULED DELIVERY

Seller will endeavor to meet all scheduled delivery dates. Purchaser may not change scheduled delivery dates without Seller's written approval. No orders for standard units can be rescheduled within thirty (30) days of last confirmed delivery date or within forty-five (45) days for custom or modified standard units. Unless otherwise specified on the face hereof, all quantities must be delivered within twelve (12) months from the date of Seller's receipt of Purchaser's order, otherwise, the order so far as it is unfilled may be canceled by Seller, and Purchaser shall be liable for cancellation charges as provided herein.

CANCELLATION

Orders for custom goods, modified standard goods and non-stock goods are not cancelable by Purchaser unless otherwise agreed to in writing by Seller. Purchaser may cancel any purchase order for stocked standard goods at no charge provided written notice of such cancellation is received by Seller at least ninety (90) days before the scheduled delivery date. If less notice is provided, Purchaser agrees to pay a cancellation charge in accordance with the following schedule: If the number of days between receipt of cancellation and the scheduled delivery date is 90 days or more, no charge, 30-89 days, charge will be 50% of the selling price.

Stock standard goods for delivery less than thirty (30) days after receipt of Purchaser's notice may not be canceled unless otherwise agreed to in writing by Seller.

PRICE CHANGES

Seller reserves the rights to revise prices set forth herein, in connection with its adoption of a new price schedule or modification of existing schedule, generally applicable to goods of the kind covered hereby. Such revised prices shall be applicable hereunder on all shipments made on and after the effective date of the price change. Purchaser may, upon receipt of notice of change in price to goods covered hereby, cancel that part of the order scheduled to be shipped more than four (4) weeks after price notification, which will be subject to such change in price, by written notice to Seller within seven (7) days after its receipt of such notice.

IMPAIRMENT OF CUSTOMER'S CREDIT

If at any time it is Seller's judgment that the Purchaser's credit has become impaired, Seller shall be entitled to decline to make further shipments on any order to Purchaser until receipt of satisfactory security or of cash payments in advance, or Seller may terminate the order as to any remaining shipments, without prejudice to Seller's rights accrued up to the date of any cessation of shipments or termination of order.

TOOLS AND DIES

All special tools, dies, equipment and plans which are manufactured or developed for use in the fabrication of goods to Purchaser's specifications, whether or not covered by a purchase order from Purchaser, will remain the property of, and in the possession and control of, Seller. All charges specified by Seller for such tools, dies, equipment or plans are for the use thereof only and do not convey to Purchaser any interest therein. Purchaser shall hold Seller harmless from all claims in respect of infringement of patent or other industrial property rights arising from use by Seller of such items in fulfillment of Purchaser orders. New or additional tools and dies, or changes necessary in existing equipment to conform to changes in design ordered by Purchaser are to be paid for by Purchaser.

ASSIGNMENT

Purchaser may not assign its right or duties hereunder, by operation of law or otherwise, without the prior written consent of Seller.