1. ACCEPTANCE. The offer in any purchase order or other document tendered, either heretofore or hereafter, by Buyer ("Offer") is subject to acceptance by Tempel ("Tempel") and may be withdrawn by Tempel at any time prior to acceptance by Buyer. Acceptance of this counter-offer by Buyer is expressly limited to the terms and conditions herein contained. Tempel Steel Company ("Tempel") is proceeding with the order subject to the terms and conditions herein contained. The counter-offer by Tempel to Buyer is expressly for the purpose of ascertaining whether the terms and conditions contained herein shall supersede any additional or inconsistent provision in any Order. The provisions hereof shall not be supplemented by any usage of trade or any course of prior dealings or acquiescence in any course of performance.

2. PRICES. Unless otherwise specified in writing by Tempel: (a) all prices are subject to change without notice at any time, for any reason, including, without limitation, as a result of costs of labor, materials or overhead; (b) all prices, quotations, shipments and delivery dates furnished by Tempel are subject to change; (c) all prices together with related extras and deductions are billed at Tempel's price in effect at the time of shipment in U.S. Dollars; (d) all transportation, insurance and other charges shall be borne by Buyer; (e) if any invoice is uncollectible, Tempel may, in its sole discretion, defer further shipments of Products, cancel any unshipped balance of any Tempel approved request for Products; and (f) if Buyer does not purchase the quantity upon which price is based, Buyer will pay the non-discounted price for the quantity actually purchased and/or a cancellation fee.

3. PAYMENT. Payment is due on the date set forth on Tempel's invoice, or, if no date is set forth, within thirty (30) days from the date of invoice; provided, that any customer not receiving an invoice shall be subject to Tempel's standard credit and payment terms and conditions, as provided from time to time. Payments not received within thirty (30) days of such payments due date may subject Tempel to interest at the then applicable rate on such invoice payment. If Buyer fails to make payment when due, Tempel may (a) defer further shipments until such payments are made and satisfactory credit arrangements are established; (b) cancel any unshipped balance of any Tempel approved request for Products; and (c) pursue any legal or equitable remedies, and Buyer shall bear Tempel's costs of collection and attorneys' fees. Any requests for Products made by Buyer are subject to credit approval by Tempel and Buyer. Buyer shall provide Tempel with an exemption certificate or, if applicable, other required documentation for any tax, except if the claim concerns any warranty or representations other than as expressly provided by Tempel, whether written or oral, with respect thereto, and no conditions, discussions, agreements and understandings, oral or written, with respect thereto, and any other matter affecting Products shipped to Buyer, including any increase or decrease in such charges prior to delivery. All parts purchased from Tooling and similar materials and equipment which have been subjected to misuse, neglect or abnormal wear or other forms of damage, shall be an irrevocable sale and is non-returnable. Tempel shall have the right, in its sole discretion, to defer further shipments, cancel any unshipped balance of any Tempel approved request for Products, and may be subject to interest in the event of such delay, the date of shipment shall, at the request of Buyer, be deferred for a period equal to the time lost by reason of the delay and otherwise for a reasonable time.

4. CANCELLATION. Acceptance of a request for Products shall be irrevocable and is non-cancellable. Any cancellation, in whole or in part, must be accepted by Tempel in writing; (a) within ten (10) days after Buyer's receipt of these terms and conditions; otherwise, Buyer shall be deemed to have agreed to the terms and conditions herein contained. The counter-offer may be withdrawn by Tempel from time to time at its sole discretion, without the express written consent of Tempel. Should Buyer fail to comply with Tempel's request for testing or inspection, including any increase or decrease in such charges prior to delivery, the event of such delay, the date of shipment shall, at the request of Buyer, be deferred for a period equal to the time lost by reason of the delay and otherwise for a reasonable time.

5. DELIVERY. Delivery date or shipping schedules are approximate, based upon the most recent information available to Tempel and may be adjusted by Tempel upon receipt of subsequent information. Tempel will not be liable for damages due to delay in delivery. Selection of the carrier and delivery route shall be made exclusively at the sole discretion of Tempel. Buyer may choose its own carrier at its own risk and expense. Buyer is responsible for all shipping and handling charges. Buyer must be made promptly and, unless otherwise agreed to in writing, in no event later than ten (10) days after arrival of the shipment to the destination specified in writing and approved by Tempel, except if the claim concerns any warranty made by Tempel in accordance with Paragraph 8 below. In no event shall Products be returned, reworked or scrapped by Buyer without the express written consent of Tempel. Should Buyer request the return, rework or scrap of Products, Buyer shall comply with Tempel's request for testing or inspection, including delivery of any samples or other items, at Buyer's expense. Delivery of any Tooling shall not take place until Buyer has paid in full for all existing and future commitments for Products, and all corresponding spare parts. Any changes in Buyer's requirements will require confirmation or revision of estimated shipping date. All prices for any rescheduled deliveries may be increased.

6. WARRANTY. Tempel warrants to Buyer for one (1) year from the first invoice date and for the life of the Tooling or any other item used by Tempel to manufacture the Products which have been subjected to misuse, neglect or abnormal wear or other forms of damage, this warranty is only applicable to Buyer, and not to any distributors, or licensors, (collectively, "its representatives") be liable to Buyer or any third party for any indirect, incidental, special, or consequential damages, even if Tempel has been advised of the possibility of such damage or claim. All liability with respect to the Products will be limited to replacement of a damaged part or refund of purchase price. Buyer shall be responsible for the aggregate liability of Tempel and its representatives for damages, losses or claims, whether direct or indirect whether in contract, tort, or otherwise, exceeding the total amount Buyer has paid to Tempel relating to the sale of Products in the Twelve (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

7. TOOLING. All tools ("Tools"), materials, drawings, dies, chutes, boster plates, jigs, gauges, fixtures, patterns, molds, tooling, equipment and similar material necessary to manufacture Products ("Tooling") shall be owned by Tempel, and held in Tempel's possession, unless Buyer has requested that Tempel specially manufacture Tooling for use solely by Buyer, then Buyer shall own title to only the Tools, and may take possession of said Tools, however, ownership and possession shall only pass to Buyer once Buyer has paid in full for any existing and future commitments for Products and all other obligations of Buyer. Tempel shall charge Buyer for any Tooling or equipment which have been subjected to misuse, neglect or abnormal wear or other forms of damage, however, expenses incurred by Tempel for specially manufactured Tooling while said Tooling is in Tempel's possession.

8. WARRANTY. All tools purchased from Tooling owned by Tempel (catalogue/standard parts) are subject to Tempel's warranty, material specification. Tempel reserves the right to make changes without customer approval. Standard offerings can be found on our website.

9. OWNERSHIP OF INTELLECTUAL PROPERTY. Unless agreed otherwise in writing by Tempel, Tempel shall retain all right, title and interest in and to, and possession of, all of its proprietary technology, including but not limited to, all copyright, patent, trade secret and other intellectual property rights associated with any ideas, concepts, methods, processes, techniques and know-how relating thereto, and any other matter affecting Products shipped to Buyer, including any increase or decrease in such charges prior to delivery, in the event of such delay, the date of shipment shall, at the request of Buyer, be deferred for a period equal to the time lost by reason of the delay and otherwise for a reasonable time.

10. TOOLING. All tools purchased from Tooling owned by Tempel (catalogue/standard parts) are subject to Tempel's warranty, material specification. Tempel reserves the right to make changes without customer approval. Standard offerings can be found on our website.