1. COUNTER-OFFER/BUYER'S ACCEPTANCE. The offer by a customer or prospective customer ("Buyer") in any purchase order or request for purchase or quotation acknowledgment with Tempel ("Order") is hereby expressly rejected in whole. This document is a counteroffer to the Order. Acceptance of this counteroffer by Buyer is expressly limited to the terms and conditions herein contained. Tempel reserves the right to make changes thereto without Buyer approval. All additional or other terms and conditions contained herein shall be subject to interest charges at the rate of one and one-half percent (1 1/2%) per month from the due date to the date of receipt of payment. In addition, if Buyer fails to make payment when due, Tempel may (a) defer further shipments until such payments made and satisfactory credit arrangements are established; (b) cancel any unshipped quantities in whole or in part, and (c) pursue any legal or equitable remedies, and Buyer shall bear Tempel's costs of collection and reasonable attorney's fees. Any requests for Products made by Buyer are subject to credit approval at Tempel's discretion. Delivery dates or shipping schedules are subject to change without notice. Delivery of any sample or other items, at Buyer's expense. In the event Buyer rejects to this counter-offer, Buyer may order such additional quantities as agreed upon by Tempel at an agreed upon date or date. Any changes in Buyer's requirements will require written confirmation or revision of estimated shipping date. All prices for any rescheduled deliveries may be increased. If in the event of Product shortages, Tempel shall have the right to allocate the available supply among its customers in such manner as determined by Tempel at its sole discretion.

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 deliveries of F.O.B. Tempel's facilities; (c) all prices given in this document reflect all applicable taxes will be charged to Buyer. Without prior written consent of Tempel, Buyer agrees to purchase the Products, terms of sale, service, or ten (10) days after Buyer's receipt of these terms and conditions (or notice that these terms and conditions apply to the Order; otherwise, Buyer shall be deemed to accept the terms and conditions herein contained. The counteroffer may be withdrawn by Tempel at any time prior to acceptance by the Buyer. Upon acceptance by the Buyer, all of the terms and conditions contained herein shall supersede any additional, different or inconsistent provisions in any Order. The provisions hereof shall not be supplemented or varied by any usage of trade or any course of prior dealings or acquiescence in any course of performance. Without limiting the generality of the foregoing, these terms and conditions also shall all to apply to all quotations made by Tempel.

3. PAYMENT. Payment is due on the date set forth on Tempel's invoice, or, if no date is set forth, thirty (30) days from the date of invoice; provided, that any customer not receiving an invoice within fifteen (15) days from delivery of the Products, shall become due and payable within ten (10) days from the date of shipment to the initial destination after leaving Tempel's facility. In no event shall Buyer's receipt of such documents as receipt of payment. In the event of such delay, the date of shipment shall, at the request of Tempel, be irrevocable sale and is non-cancelable. Any cancellation, in whole or in part, is subject to written acceptance by Tempel in its sole discretion. Tempel shall have the exclusive right to cancel this agreement upon breach thereof by the Buyer, failure by the Buyer to pay or perform any requirement required by this agreement, or the insolvency or bankruptcy of the Buyer.

8. LIMITED WARRANTY. Tempel warrants to Buyer for one (1) year from the date of invoice or delivery, whichever is earlier, that the electrical properties of the Products purchased hereunder which have been subjected to misuse, neglect or accident, or been altered or tampered with; or on which corrective work has been done without Tempel's express written consent. This warranty is limited to the replacement of any Product found by Tempel, at its option, to be defective. EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, PRODUCTS AND TOOLING ARE PROVIDED "AS IS" WITHOUT ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE CONCERNING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY. IN NO EVENT WILL TEMPEL OR ITS EMPLOYEES, OFFICERS, AGENTS, CONTRACTORS, OR SUPPLIERS (COLLECTIVELY, "ITS REPRESENTATIVES") BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM THE USE OF TEMPEL PRODUCTS OR ITS SERVICES, INCLUDING, WITHOUT LIMITATION, THE USE OF PRODUCTS OR TOOLING, (2) THE INCORPORATION OF USE OF PRODUCTS OR TOOLING, (3) THE INFRINGEMENT OF ANY PATENT, TRADE MARK, Copyright, TRADE SECRET, PROPRIETARY TECHNOLOGY, INCLUDING BUT NOT LIMITED TO, ALL COPYRIGHT, TRADE MARKS, TRADE SECRETS, PATENTS, TRADE SECRETS, AND OTHER INTELLECTUAL PROPERTY RIGHTS, (4) ANY LOSS OF PROFIT, BUSINESS, OR OTHER BENEFIT, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR RESULTING FROM ANY INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY TEMPORARY OR PERMANENT LOSS OF USE OF PRODUCTS OR TOOLING, OR ANY PART THEREOF, IN ANY GOODS NOT SUPPLIED BY TEMPEL, OR ANY LOSS OF DATA OR INJURY TO ITS REPRESENTATIVES, OR ANY PART THEREOF, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY BUYER TO TEMPEL FOR THE SPECIFIC QUANTITY OF PRODUCTS SUBJECT TO THE CLAIM OF DAMAGES. THE LIMITATIONS ON REMEDIES SPECIFIED IN PARAGRAPHS 8 AND 9 WILL APPLY EVEN IF SUCH ANY LIMITED REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. NO ACTION AGAINST TEMPEL FOR BREACH HEREOF MUST BE COMMENCED MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE ACTION.

10. TOOLING. All tools, materials, drawings, dies, chutes, boiler plates, jigs, gauges, fixtures, patterns, molds, testing apparatus, machinery, equipment and similar materials necessary to manufacture Products ("Tooling") shall be owned by Tempel. Buyer agrees in writing, in which case Tempel may take possession of Tooling, provided that Tooling shall be used by Buyer only for the manufacture of Products as directed by Tempel and hold in Tempel's possession, unless Tempel specially manufactures Tooling for use solely by Buyer or Tempel otherwise agrees in writing, in which case Buyer may take possession of said Tooling, however, ownership and possession shall only pass to Buyer at the F.O.B. point. Buyer will be responsible for all costs incurred by Tempel's manufacturing Tooling while said Tooling is in Tempel's possession.

11. STANDARD OFFERING. Unless otherwise specified by Tempel in writing, all Products manufactured from Tooling owned by Tempel (catalogue/standard Products) are subject to Tempel tolerance and material specifications, and Tempel reserves the right to make changes thereto without Buyer approval.

12. 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 proprietary technology, including but not limited to, all intellectual property, trade secret and other intellectual property rights associated with any ideas, concepts, methods, processes, techniques, inventions or works of authorship developed or created by or on behalf of Tempel in connection with the Products and/or Tooling, including, without limitation, any Tooling or other item used by Tempel to create products ("Intellectual Property"). Tempel may use this Intellectual Property in or with the Products or Tooling, in whole or in part, sold to or used for the benefit of any of its customers, even if the Products or Tooling were developed expressly for use by Buyer. Buyer shall take such further actions, including the execution and delivery of instruments of conveyance, as may be reasonably requested by Tempel, to give full and proper effect to the provisions of this paragraph.

13. INDEMNIFICATION. BUYER HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND TEMPEL, ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, CLAIMS, LIABILITIES OR EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY INJURY TO ANY PERSON OR DAMAGE TO ANY PROPERTY CAUSED BY TEMPORARY OR PERMANENT LOSS OF USE OF PRODUCTS OR TOOLING, OR ANY PART THEREOF, IN ANY GOODS NOT SUPPLIED BY TEMPEL, OR ANY LOSS OF DATA OR INJURY TO ITS REPRESENTATIVES, OR ANY PART THEREOF, CONSTITUTING EITHER DIRECT OR CONTRIBUTORY INFRINGEMENT.

14. FORCE MAJEURE. Tempel shall not be liable for delays or failures in performance, including delay or non-shipping, resulting from acts, events or causes beyond its reasonable control, whether foreseen or unforeseen, including, without limitation, earthquakes, hurricanes, floods, slowdowns, factory or labor conditions, damages in manufacturing, inability to obtain necessary labor, materials or manufacturing facilities, delayed issuance of export control licenses, or other causes beyond its reasonable control. In the event of such delay, the date of shipment shall, at the request of Tempel, be deferred for a period equal to the time lost by reason of the delay and otherwise for a reasonable time.

15. ASSIGNMENT. Buyer may neither assign nor transfer its rights, as set forth herein, in any Order or otherwise agreed to by Tempel, by operation of law or otherwise, without the prior written consent of Tempel. Tempel's affiliated companies may participate in Tempel's performance hereunder.
16. **GOVERNING LAW/EXCLUSIVE VENUE/ATTORNEY’S FEES.** The laws of the State of Illinois and applicable laws of the United States, excluding conflict of law rules, shall govern. Buyer and Tempel hereby consent to the exclusive jurisdiction of Federal and State courts sitting in Cook County, Illinois in any action or claim arising out of, under or in connection with any Order or otherwise relating to the sale and purchase of Products if Buyer fails to perform any of its obligations, Buyer shall pay Tempel all costs and expenses incurred by Tempel, including all attorney's fees, in enforcing Tempel's rights, whether by formal proceedings or otherwise, in addition to any other remedy available to Tempel.

17. **SEVERABILITY AND SURVIVAL OF TERMS.** Any term or condition hereunder which is determined by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction shall, as to such prohibition or unenforceability, be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining terms and conditions; it being the intent that such court apply a rule of reasonableness and modify the provision in question so it will remain in effect to the greatest extent permitted by law.

18. **MODIFICATION.** No addition to, or modification of, any of these terms and conditions shall be binding upon Tempel unless made in writing and signed by a duly authorized representative of Tempel.

19. **COMPLETE AGREEMENT.** These terms and conditions constitute the entire agreement of the parties hereunder with respect to the sale of the Products hereunder, and supersede all prior discussions, agreements and understandings of any nature whether written or oral, with respect thereto, and no conditions, warranties or representations other than as expressly provided herein shall be binding upon Buyer or Tempel. The entire understanding between Tempel and Buyer is set forth herein and any promises, representations, warranties or guarantees not herein contained shall have no force and effect unless in writing signed by Tempel and Buyer.