



TERMS AND CONDITIONS OF PURCHASE

Seller agrees to sell and deliver goods or services specified in the order of either Freeway Corporation, Freeway Rockford, Inc. or Triangle Machine Products, Inc. (whichever entity is applicable, and which shall hereinafter be referred to as "Buyer") in accordance with the following Terms and Conditions. "Order" means a purchase order transmitted to Seller electronically, verbally, or delivered to Seller in a paper format.

1. **ACCEPTANCE:** This order shall be subject only to the terms and conditions set forth herein. There are no understandings or agreements other than as set forth or referred to herein, and no additions, deletions or modifications of these terms or any matter proposed by the Seller in its printed forms or otherwise shall bind the issuer of this Purchase Order (Buyer) unless accepted by Buyer in writing, regardless of whether such terms would materially alter the terms hereof. Stenographic and clerical errors are subject to correction. Buyer may revoke or modify this order at any time. The manufacture or delivery of the goods or the performance of services described on the face of the purchase order will constitute an acceptance by Seller of this order and all of the terms and conditions contained in these Terms and Conditions.
2. **DELIVERY SCHEDULES:** Time is of the essence. In accepting this order, Seller agrees to perform this order and make deliveries herein as required hereby. Deliveries are to be made at the times and in the quantities specified by Buyer. Buyer may change delivery schedules or direct temporary suspension of scheduled shipments. If Seller fails to make deliveries, perform services, or achieve designated "milestones" as scheduled, all damages suffered by Buyer and any premium transportation or other costs required to meet the specified delivery schedule will be at the expense of Seller.
3. **WARRANTY:** Seller expressly warrants that all goods and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by Buyer, and that all goods will be delivered merchantable, of good material and workmanship and free from defects. Seller expressly warrants that all the goods covered by this order will be fit and sufficient for the purposes intended. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer.
4. **CANCELLATION:** Buyer reserves the right to cancel all or any part of the work covered by this order if Seller does not make deliveries as specified in the schedules or fails to make progress as to endanger timely performance of the work and does not correct such failure within two (2) days after receipt of written notice from Buyer, specifying such failure, or if Seller breaches any of the terms hereof, including the warranties of Seller.
5. **CHANGE IN SPECIFICATIONS:** Buyer reserves the right at any time to make changes in drawings and specifications as to any goods and/or work covered by this order. Any difference in price or time for performance resulting from such changes shall be equitably adjusted and the contract and/or schedule shall be modified in writing accordingly.
6. **BUYER'S PROPERTY:** Unless otherwise agreed in writing, all tools, dies, gauges, jigs, and fixtures of every description furnished to Seller by Buyer or unconditionally appropriated to the contract, or any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as Buyer's property, and shall be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's orders. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an account equal to the replacement cost worth loss payable to Buyer and shall be subject to removal at Buyer's written

request, in which event Seller shall prepare such property for shipment and shall re-deliver it to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted.

7. **ADDITIONAL CHARGES:** No charges for (including, but not limited to) packing, crating or containers will be allowed unless provided for on the face of the purchase order. Also, no surcharge for (including, but not limited to) fuel, energy, or commodity increases will be allowed unless provided for on the face of the purchase order.
8. **PRICES:** Prices are F.O.B. Buyer's facility. Unless specifically otherwise set forth, prices do not include the amounts of any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties, and Buyer will pay directly or be charged by Seller for any such taxes, tariffs or customer duties levied upon the sale, transfer, import or use of the products sold hereunder.

Seller warrants that the prices for the articles sold to Buyer hereunder are no less favorable than Seller currently extends to any other customer for the same or similar goods or services in similar quantities. If Seller reduces its prices to others for the same or similar goods or services during the term of this order, Seller will reduce the prices to Buyer for such goods or services correspondingly. Seller warrants that prices shown on this order are complete and that no additional charges of any type will be added without Buyer's express written consent.

9. **TOOLS:** Unless otherwise herein agreed, Seller at its own expense shall furnish, keep in good condition and replace when necessary all dies, tools, gauges, fixtures, patterns, etc. necessary for the production of the goods ordered. The cost of changes in the aforementioned items necessary to effect design or specification changes ordered by Buyer shall be paid for by Buyer. Buyer has the option, however, to take possession of and title to any dies, tools, gauges, fixtures, patterns, etc. that are special for the production of the goods covered by this order and shall pay to Seller the unamortized cost thereof; provided, however that this option shall not apply if the goods hereby ordered are the standard product of Seller or if a substantial quantity of like goods is being sold by Seller to others.
10. **CONFIDENTIAL INFORMATION AND INVENTIONS:** Seller agrees not to utilize or to disclose to others any confidential information, drawings or data, whether or not designated as such supplied, furnished or disclosed by Buyer except as reasonably required for the purposes of filing this order. All inventions or ideas, whether patentable or not, made, conceived, developed or acquired by Seller incident to the filing of this order shall vest in and inure to Buyer's sole benefit.
11. **TERMS:** Seller is responsible for the goods until delivery at the Buyer's designated F.O.B. point. Terms of payment, unless otherwise expressly agreed in writing, are set forth on the purchase order, F.O.B. Buyer's facility. Exceptional risk of loss with respect to nonconforming goods shall not pass to Buyer unless and until nonconformities are cured or Buyer accepts notwithstanding the nonconformities. All payments shall be made in United States currency. Payment shall not prejudice claims on account of omissions or shortages in shipment.
12. **PATENTS:** By accepting this order, Seller agrees at its own expense to defend, protect and save harmless, Buyer, its successors, assigns, customers and users of its products, against all suits at law or in equity, and from all damages, claims and demands for actual or alleged infringement of any United States or foreign patent, trademark or copyright by reason of the use or sale of the goods ordered. In case the product, or any part thereof furnished pursuant to this order, is in any suit so defended held to constitute infringement and its use enjoined, Seller shall at its own expense either procure for Buyer, its successors, assigns, customers and users the right to continue using said product or part thereof or replace it with a non-infringing product.

13. **COMPLIANCE WITH LAWS:** In performance of its obligations upon acceptance of this order, Seller shall comply at all times, and give all stipulations, representations and certificates required by all applicable executive orders, federal, state, municipal and local laws and rules, orders, requirements and regulations hereunder and all applicable regulations and provisions of any involved governmental agency, including but not limited to the Fair Labor Standards Act and Executive Order No. 11246. Seller's acceptance of this order and furnishing of goods or service hereunder shall constitute certification by Seller of such compliance. Seller agrees to furnish Buyer such additional certificates and additional evidence of compliance as Buyer shall request.
14. **INDEMNIFICATION AND INSURANCE:** If this order covers the performance of labor, or operation of a motor vehicle, or involves the presence of Seller's agents, servants, employees or representatives at premises owned, leased or controlled by Buyer or at which Buyer is performing services or doing work for others, Seller agrees to indemnify and hold harmless Buyer against all liabilities, claims or demands for injuries to any person or property arising out of the performance of this order by Seller, its servants, employees, agents or representatives and to indemnify and hold harmless Buyer against all liabilities, claims or demands for injuries to Seller's agents, servants, employees or representatives of every nature and description including those arising out of Buyer's negligence. Seller further agrees to furnish upon Buyer's request insurance carrier's certificate showing that Seller has adequate Workmen's Compensation, Public Liability, Motor Vehicle Liability and Property Damage insurance Coverage. The purchase of such insurance coverage or the furnishing of the aforesaid certificate shall not be in satisfaction of Seller's liability hereunder or in any way modify Seller's indemnification of Buyer. Seller shall, at Seller's sole cost and expense, indemnify and hold harmless Buyer and Buyer's customers of, from and against any and all claims, liabilities, damages, cost and expenses, including attorney's fees, constituting or arising from product liability claims relating to products described in or supplied with reference to this order or the failure of such products to conform to applicable safety standards, warranties, specifications or requirements.
15. **CANCELLATION:** This order is not subject to cancellation or modification, in whole or in part, except with Buyer's express written consent. If Seller ceases to conduct its operations in the normal course of business, fails to pay its debts generally as such debts become due, any proceeding under the Bankruptcy Code or insolvency laws is commenced by or against Seller, a receiver is appointed for Seller or a substantial portion of its business or assets, or an assignment for the benefit of Seller's creditors is made. Buyer may terminate this order without liability except for deliveries previously made or for goods covered by the order then completed and subsequently delivered in accordance with the terms of this order.
16. **REMEDIES:** The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or equity. Seller shall be liable for all damages, direct or indirect, resulting from the breach of any of the terms and conditions herein contained.
17. **NON-ASSIGNMENT AND SET OFF:** Assignment of this order or any interest therein or any payment due or to become due thereunder, without the prior written consent of the Buyer, shall be void. Buyer shall be entitled at all times to set off any amount owing at any time from seller or its affiliated companies to Buyer or any of its affiliated companies against any amount payable at any time by Buyer in connection with this order.
18. **NON-WAIVER:** The failure of the Buyer to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provision or of the right of Buyer thereafter to enforce each and every provision.

19. **NON-DISCRIMINATION IN EMPLOYMENT:** In accepting this order, Seller shall be deemed to represent that the goods to be furnished and/or work performed hereunder were or will be produced in compliance with Executive Order 11246, and regulations issued thereunder, which are incorporated by reference in this order.
20. **LIMITATION OF ACTION:** Any action for a breach of contract arising out of Seller's acceptance of Buyer's order, products supplied and/or work performed hereunder must be commenced within four (4) years after the cause of action has accrued.
21. **INSPECTION AND RETURNS:** Notwithstanding prior payment, goods shipped under this order are subject to the Buyer's inspection within a 90 day period following receipt thereof. All goods of inferior quality or workmanship, not in compliance with drawings, specifications or warranties, shipped contrary to instructions, in excess of or less than the quantities specified, substituted for goods therein described, not shipped in containers conforming to the Buyer's specifications (or, in the absence of such specifications, in recognizable standard containers), or otherwise not conforming to the contract or that violate any applicable local, state or federal statute, ordinance or administrative order, rule or regulation may be rejected and returned to the Seller for a complete refund of the Buyer's payments and other costs, including freight charges and charges from Buyer's customer including, but not limited to, down time, warranty costs, freight and penalties. Without limiting its remedies, after notice to Seller, Buyer may: a) replace or correct any non-conforming goods or services and charge Seller the cost of such replacement or correction; b) cancel the order; c) subject Seller to charges for damages suffered by Purchaser; and/or d) cause the removal of Seller as a supplier of Purchaser. Risk of loss with respect to goods rejected shall at no time be borne by the Buyer. The Buyer may charge the Seller any expenses incurred in unpacking, examining, repacking, storing and reshipping and goods rejected as aforesaid.
22. **GOVERNING LAW:** The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto shall be governed by the laws of the State of Ohio. Buyer shall, in addition to the rights and remedies herein set forth be entitled to all rights and remedies provided for in the Uniform Commercial Code and other applicable laws as from time to time amended, and at equity.
23. **ENTIRE AGREEMENT:** This contract constitutes the entire agreement between the parties and no revision or amendment shall be binding unless in writing and signed by an authorized representative of Buyer.