

BUCKEYE RUBBER & PACKING CO. TERMS AND CONDITIONS OF PURCHASE

1. This order is subject to all of the terms and conditions stated herein and it expressly limits acceptance to such terms and conditions without qualification limitation or addition thereto. Any additional or different terms proposed by Seller are rejected unless expressly assented to in writing by Buyer. Seller's acceptance of the order and these Terms and Conditions shall be deemed to occur upon the earlier of: (a) Sellers commencement of work on the goods or services to be provided under this order, or (b) when Seller ships to Buyer any of the items ordered or renders for Buyer any of the services ordered herein.
2. Buyer reserves the right to cancel this order at any time, in accordance with the following provisions:
 - (a) Default. If Seller defaults in performance of this order, or fails to make progress so as to endanger performance, or becomes insolvent, makes an assignment for its creditors, or is the subject of bankruptcy proceedings, Buyer may, by written notice, terminate this order for default. Thereafter, in addition to other legal and equitable remedies available to Buyer, Seller shall be responsible for Buyers additional costs in securing other performance of the terminated work and such other damages as may arise by reason of Sellers default. In the event that this order is terminated for default of Seller and it is subsequently determined that Seller was not in default, the termination shall be converted into a termination of convenience under Paragraph 2(b) below, and Seller shall have no claim for lost profits, consequential or special damages or any other costs or damages beyond the termination claim allowed under Paragraph 2(b) below.
 - (b) Convenience. Buyer may, by written notice, terminate this order in whole or in part at any time whenever it shall determine that such termination is in its best interest. Upon receipt of such notice, Seller shall stop work to the extent that the order has been terminated. Within one month of receipt of a notice of termination under this Paragraph (b), Seller shall submit its claim, if any, for the cost of performing the work thru the date of termination and for the reasonable cost of terminating the work. Buyer shall pay for work acceptably completed prior to the termination date at the order price. Buyer and Seller shall agree on other amounts to be paid to Seller for work performed and reasonable costs occasioned by the termination. Nothing in this clause shall obligate Buyer to pay more than the total order price, as reduced by payments made prior to the termination.
3. The place of delivery shall be the Buyers place of business at the address specified in the shipping instructions on the front of this order form or such other destination as Buyer may indicate to Seller in writing. The terms of shipment unless otherwise specified on the front of this order form, shall be FOB Destination. However, in the event that the terms on the front of this order form call for payment of transportation charges by the Buyer, they shall be prepaid by Seller and invoiced to the Buyer by the Seller.
4. Sellers timely performance is critical to the success of this order, and time will be deemed to be of the essence of this order. Seller will make deliveries strictly in accordance with the delivery schedule contained in this order. If Seller suspects or determines that deliveries will not be made in accordance with that schedule, Seller will advise Buyer in writing of the possible delay, the cause of such delay, and the proposed recovery schedule as soon as possible, and shall continue to notify Buyer of any material change in the situation. In the event that Buyer receives such a notification or if an actual failure by Seller to comply with the schedule occurs, Buyer may, in addition to all other remedies, require Seller, at Sellers expense, to ship the items, goods or materials covered by this order via air freight or other expedited means of shipment to avoid or minimize delay.
5. Buyer has the right to inspect the goods and materials at destination for such time as may be reasonable under the circumstances, which shall be not less than one year, after receipt by Buyer, and may reject and return at Sellers expense any goods and materials which do not conform to Buyer's instructions, specifications, description, drawings or other data or to Sellers warranties, express or implied. At its option, however, Buyer may elect to accept any nonconforming goods or materials and upon notification to Seller may deduct all of the costs, damages and loss incurred by Buyer as a result thereof from the price due Seller for such goods and materials or from any other amount due Seller from Buyer. Buyer shall not in any event be deemed to have accepted the goods or materials until after use by Buyer and a reasonable opportunity for discovery of defects. Buyer shall not be deemed to have waived the benefits of any warranty, express or implied, by inspection or acceptance of the goods and materials, and all such warranties shall survive acceptance and use by Buyer.
6. Risk of loss or damage to the goods and materials purchased hereunder remains in the Seller until they have been inspected and accepted by Buyer. Seller shall be responsible for and shall handle all claims against the transportation company for shortages, damages, theft or loss.

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7. Buyers count shall be accepted as final and conclusive on all deliveries and shipments.
8. All discount periods contained in the terms of payment for the goods and materials purchased hereunder shall commence when same are received by Buyer or upon receipt of a proper invoice for same by Buyer, whichever is later. Invoices will be paid by Buyer based upon the date of receipt of the entire goods and/or services purchased under this order unless otherwise agreed in writing.
9. If price is omitted and is not covered by a blanket order or agreement, this order is to be filled at the price last quoted or charged by Seller for such goods and materials or the lowest prevailing market price, whichever is lower. Seller agrees that any price reduction made in merchandise covered by this order subsequent to the placement of this order will be applicable to this order.
10. Seller agrees to protect, indemnify and save harmless the Buyer, its successors and assigns and all persons claiming under Buyer from all costs, expenses, damages or claims arising out of any actual or alleged infringement of any patent rights based on the sale or use of materials or articles covered by and purchased under this order.
11. Seller expressly warrants that (a) it has good and marketable title to all items, goods and materials covered by the order, (b) the items, goods and materials covered by this order and purchased hereunder shall conform to the specifications, requirements, drawings, samples and descriptions furnished by Buyer; and (c) the items, goods and materials covered by this order will be merchantable, of good and satisfactory material and workmanship, and free from any latent or patent defects, Seller acknowledges that Buyer has made known the particular purpose for which Buyer requires and will use the goods and materials purchased hereunder and Seller warrants that the goods and materials will be suitable and fit for such purpose. Seller further acknowledges that the goods and materials covered by this order may be incorporated by Buyer into its products or held by Buyer for resale. Seller warrants that all work or services furnished hereunder will (i) conform to the specifications, requirements drawings and descriptions furnished by Buyer; (ii) be of good and satisfactory workmanship; (iii) be performed by adequately trained and qualified personnel; and (iv) be performed in accordance with accepted industry standards. Seller shall only use customer-designated or approved external providers, including process sources (e.g., special processes); notify the organization of nonconforming processes, products, and/or services and obtain approval for their disposition; Prevent the use of counterfeit parts; Notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval; Flow down to external providers applicable requirements including customer requirements; Provide test specimens for design approval, inspection/verification, investigation, or auditing; Retain documented information, including retention periods and dispositions requirements. Seller must allow the right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain. Seller shall ensure that all personnel and subcontractors are aware of their contribution to product or service conformity, their contribution to product safety, the importance of ethical behavior, do not provide counterfeit parts and provide parts free of FOD (foreign object debris).
12. Seller shall provide and maintain, without any additional charge to Buyer, a quality management system and inspection system that complies with all specifications or requirements furnished by Buyer or Buyer's customer in connection with this order. Seller shall ensure that its employees are aware of foreign object damage/foreign object debris (FOD) and establish a FOD Program to the extent appropriate. Seller shall tender to Buyer only items, goods and materials that have been inspected in accordance with such inspection requirements and found by Seller to be in conformity with all requirements of this order. Seller shall furnish a certificate of conformance for each batch or lot of items, goods or materials furnished under this order, certifying that Seller's quality assurance department has inspected the items, goods or materials furnished under this order and verified that they conform in all respects to applicable specifications, requirements, drawings, descriptions and warranties applicable under this order. Seller shall maintain records of all inspections made in connection with this order for at least ten (10) years after the date of delivery of the last of the goods or services furnished hereunder, and shall furnish copies of such records to Buyer and Buyers customers upon request. If Seller discovers that any non-conformance exists, or is suspected to exist in any of the goods or services provided to Buyer, Seller shall provide written notification to Buyer within one day of becoming aware of this situation. This notification shall include all relevant information regarding the affected goods or services.
13. Seller agrees that it shall be responsible for, shall indemnify, defend and shall hold Buyer harmless from any claim, action, loss, expenses or damages resulting directly or indirectly from (a) any defect or nonconformity in such goods and materials; (b) any negligent or willful act or omission of Seller, its employees, agents or sub-contractors; (c) any actual or alleged failure by Seller to

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perform its obligations under the order; and (d) any actual or alleged violations by Seller of such goods or services of any law, statute, ordinance or any governmental order.

14. Buyer shall have the right to make changes in drawings, specifications, designs, materials, time and place of delivery, packaging and method of transportation under this order. Should any changes result in a cost increase or decrease for the time of performance, an equitable adjustment will be agreed upon by the parties in writing. Seller agrees to accept any such changes, subject to this Paragraph 14. Notwithstanding the foregoing, no verbal or telephone modifications of this order shall be valid unless confirmed by Buyer in writing.
15. All information, drawings, specifications, data or requirements furnished by Buyer or prepared by Buyer in connection with this order shall remain the property of Buyer or Buyers customer, as applicable, and Seller agrees to keep such information confidential and did not disclose it to third parties. Further, Seller agrees to use such information only for the purpose of fulfilling its obligations under this order or as may otherwise be authorized by Buyer in writing and to return such information to Buyer upon request.
16. This order is subject to modification or cancellation by the Buyer at its option in the event of fire, accidents, strikes or other labor disputes, Government Acts or regulations, or other conditions and events beyond Buyers control,
17. Seller represents, certifies and covenants to Buyer that it has complied with, and will at all times comply with, all applicable Federal, state and local laws, regulations, ordinances and executive orders with respect to the manufacture, sale and delivery of the items, goods, materials and services covered by and purchased under this order and all of Sellers activities in connection with this order.
18. Seller represents and certifies to Buyer that Seller has in all respects complied with the applicable provision of The Fair Labor Standards Act, 29 U.S.C. #201 et sec., in the production and shipment of the goods and materials covered by and purchased under this order.
19. Seller and Seller's employees, agents, personnel, subcontractors and representatives ("Representatives") shall meet and all times comply with all of Buyer's policies and procedures, including without limitation, Buyer's policies regarding wrongdoing and fraud. Seller and Sellers Representatives shall conduct their activities relating to this order in accordance with the highest ethical standards and in accordance with all applicable laws and regulations. Seller warrants that neither it nor any of its Representatives have offered or given, or will offer or give, any gratuity to Buyers employees, agents or representatives for purposes of securing this order or securing favorable treatment under this order. In the event that Buyer finds that gratuities are or have been offered by Seller or by any Representative of Seller to any employee, agent or representative of Buyer in violation of this Paragraph 19, Buyer may terminate this order pursuant to Paragraph 2(a), in addition to the exercise of any other rights or remedies provided to Buyer by law.
20. Seller shall maintain such public liability insurance, including products liability, completed operations, contractor's liability, automobile liability and professional errors and omissions coverage, as well as Workers' Compensation coverage and employer's liability coverage, as will adequately protect Buyer against such damages, liabilities, claims, losses and expenses (including attorneys' fees) hereunder. Seller agrees to submit certificates of insurance, evidencing its insurance coverage, when requested by Buyer.
21. No agreement or other understanding in any way modifying the terms and conditions of this order shall be effective or binding upon Buyer unless made in writing and signed by Buyer. In the event Seller has issued a proposal, any acceptance deemed to be contained herein is expressly made conditional on Sellers assent to the additional or different terms contained herein.
22. The contract resulting from Seller's acceptance of this order shall be construed according to the laws of the State of Ohio, without regard to its choice of law provision, and all disputes arising out of this order shall be excursively resolved in the federal and state courts located in Cuyahoga County, Ohio, and Seller hereby consents and submits to the jurisdiction of such courts. Neither this order, nor any monies due or to become due hereunder, may be assigned by Seller to any third party without the prior written consent of Buyer. Buyers failure to insist on performance of any of the items and/or conditions contained in this order or to exercise any right or privilege hereunder, or Buyer's waiver of any breach hereunder shall not thereafter constitute a waiver of any other terms, conditions, rights, privileges or future breach hereunder. This order and the documents referenced herein constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior agreements,

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negotiations, proposals and discussions between the parties. No additional or inconsistent terms or conditions in any of Sellers documents will be binding on Buyer unless specifically referenced herein.

23. Payment terms shall be as speared in the order. Buyer shall have the right to set off against any payments due or at issue under this order or under any order between Buyer and Seller an amount sufficient to reimburse Buyer for any loss, damage, expense, cost or liability relating to or arising out of Sellers failure to comply with any requirements of this order or these Terms and Conditions.
24. Buyer's remedies set forth herein shall be cumulative and in addition to any remedies available at law or in equity.