

TERMS AND CONDITIONS OF SALE

1. Definitions. As used herein, the word "Seller" refers to **Arrow Tru-Line, Inc.**; the word "Purchaser" refers to the party to which Seller has furnished, is furnishing or will furnish one or more Products pursuant to a written or oral quotation or proposal or from which Seller has received a written or oral purchase order for a product to be supplied by Seller to Purchaser; and the word "Products" or "Product" refers to the items sold by Seller, the sale of which is the subject of such written or oral quotation, proposal or purchase order.
2. Applicability. These terms and conditions shall exclusively govern the sale of the Product by Seller and they shall continue in effect until terminated in writing by Seller. In the event that these terms and conditions set forth different or additional terms to those set forth in any purchase order or similar document issued by Purchaser, Seller's performance is expressly conditioned upon Purchaser's assent to such additional or different terms. Acceptance or use by Purchaser of Seller's proposals, or the issuance of a purchase order or similar form for the purchase of the Product shall constitute Purchaser's acceptance of these terms and conditions. Modifications of these terms and conditions may be made only with Seller's prior express, written consent and attempts to alter such terms and conditions with printed purchase orders, acknowledgments or similar documentation shall be void.
3. Payment Terms. Unless different payment terms are specified in Seller's quotation or on the reverse side hereof, Purchaser agrees to pay the purchase price set forth in Seller's quotation or proposal within thirty (30) days from the date of Seller's invoice. Interest on all past due accounts shall be charged at the rate of twelve percent (12%) per annum.
4. Taxes. The prices set forth in Seller's quotation or proposal do not include any taxes of any nature whatsoever and shall be increased by any amounts Seller may be required to pay or collect in connection with the sale to Purchaser contemplated hereby. Purchaser shall remit such amounts to Seller upon receipt of documentation of same.
5. Price Changes. The prices quoted in Seller's quotation or proposal are firm for a period of thirty (30) days from the date of such quotation or proposal. After such 30-day period, prices are subject to escalation in accordance with any cost increases incurred by Seller. Prices quoted are for a specific quantity as set forth in the quotation. Any change in the quantity from the quantity quoted could affect the per item price. Unit prices may change at any time due to material market fluctuations beyond the control of Seller.
6. Delivery; Storage by Seller. All Product delivery or shipment times are estimated and approximate only and run from the date Purchaser has furnished Seller with all information and/or sample approvals requested by Seller in connection with the transaction contemplated by Seller's proposal/quotation and/or Purchaser's purchase order. Unless the Seller's proposal/quotation provides otherwise, any Product sold by Seller in connection with a proposal or quotation by Seller shall be shipped F.O.B. Seller's plant in _____ freight collect and title and risk of loss to such Product shall pass to Purchaser upon delivery to the carrier which at all times shall be deemed to be Purchaser's agent. Unless Purchaser specifies otherwise, Seller shall select the carrier for shipment of the Product. In the event delivery of finished Product is delayed by

Purchaser, Seller may charge a storage fee which shall be paid by Purchaser in accordance with the payment terms applicable to the Product. Seller reserves the right to stop deliveries, including the right to stop materials in transit, except for cash whenever, in Seller's judgment, reasonable doubt exists as to the Purchaser's ability to pay for deliveries all without liability and without prejudice to other remedies available to Seller. Seller may ship to Purchaser and charge Purchaser for quantities up to 10% above or below quantities quoted in Seller's quotation or proposal or requested in Purchaser's purchase order. If Seller ships 10% below quantity ordered, then Seller may consider the order complete.

7. Samples. Product samples will be provided by Seller to Purchaser upon request and Purchaser shall pay Seller's reasonable charges for such sample(s).
8. Force Majeure. Seller shall incur no liability whatsoever for any delays in completion or delivery of the Product which are caused by events or circumstances beyond the reasonable control of Seller; whether affecting Seller directly or affecting Seller's supply chain including, without limitation, fire, floods, acts of God, strikes, boycotts, labor difficulties, unavailability of materials or unavailability of transportation, epidemics, pandemics.
9. Tolerances and Variances. All Products shall be subject to tolerances and variations consistent with usual trade practices regarding dimension, straightness, section, composition and/or chemical properties and normal variations in surface and internal conditions and quality and shall also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.
10. Express Warranty; Limitation of Remedy. Seller warrants that all Products produced pursuant to this Agreement shall meet the respective written specifications for such Products (if any) and shall be free of material defects in workmanship or material at time of delivery to Purchaser. Purchaser shall notify Seller promptly in the event it discovers that one or more Products do not meet the foregoing warranty. Failure of Purchaser to provide Seller with such notification within sixty (60) days of delivery of the Products shall constitute conclusive evidence that the Products satisfy the aforementioned warranty.

In the event that any Product fails to meet the foregoing warranty, the Purchaser shall notify Seller in writing and shall provide documentation of the claim. Seller shall rework, repair, or replace any Product found to be non-conforming. If rework, repair or replacement is not practical, Seller may refund the purchase price of the non-conforming or defective Products to Purchaser. Such rework, repair, replacement or refund shall constitute the sole obligation of Seller and the sole and exclusive remedy of the Purchaser for claims involving defective Products, regardless of the legal theory upon which such a claim may be based.
11. EXCLUSION OF IMPLIED WARRANTIES. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN PARAGRAPH 10 AND PARAGRAPH 11 HEREOF, THE SELLER MAKES NO OTHER EXPRESS WARRANTY AND NO IMPLIED WARRANTY INCLUDING, WITHOUT LIMITATION, IMPLIED

WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE.

12. Damages Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH ELSEWHERE HEREIN, UNDER NO CIRCUMSTANCES SHALL THE SELLER BE LIABLE TO PURCHASER OR TO ANY THIRD PARTY CLAIMING THROUGH PURCHASER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGE WHATSOEVER REGARDLESS OF THE THEORY UPON WHICH ANY CLAIM MAY BE BASED INCLUDING, WITHOUT LIMITATION, CONTRACT, WARRANTY OR TORT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL SELLER BE LIABLE TO PURCHASER FOR LOST PROFITS OR LOST SAVINGS.
13. Changes and Cancellation. Purchaser shall not defer or revise any order placed with Seller (by purchase order or other authorization) or return any conforming Product without, in any case, Seller's express prior written consent and authorization. In the event Seller consents to a revision of any order or return of any conforming Product, Seller's delivery schedules and/or price shall be subject to modification by Seller as Seller deems appropriate. If Purchaser cancels any order placed with Seller, Purchaser shall pay to Seller within thirty (30) days of such cancellation all costs and expenses incurred by Seller in connection with Purchaser's order (including, without limitation, engineering expense, materials, direct labor with factory burden, commitments to order cancellation fees charged by Seller's supplier's and subcontractors, and a pro rata portion of Seller's overhead).
14. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the State of Ohio. Purchaser and Seller irrevocably and unconditionally: (a) agree that any suit, action or legal proceeding arising out of or relating to this Agreement, or for recognition and enforcement of any judgment in respect thereof, shall be brought in the courts of record in the State of Ohio in Lucas County or the District Court of the United States having jurisdiction over said county, and appellate courts from any thereof; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agree that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said State.
15. Export Control Compliance. The Products and any related technology are subject to export and re-export restrictions under United States export control regulations, including, without limitation, the Export Administration Regulations (EAR), the International Traffic in Arms Regulations (ITAR), and sanction regimes of the United States Department of Treasury, Office of Foreign Assets Control's Foreign Assets Control Regulations (FACR), which may require United States government approval for any re-export or re-transfer. Purchaser warrants that it (i) will adhere to and comply with all applicable export and control regulations and any applicable terms, conditions, procedures and documentation requirements made known to Purchaser that may be promulgated by Seller to comply with the export control regulations; (ii) will not, directly or indirectly, through a third party or otherwise, ship Seller Products to any country

subject to trade embargoes in violation of United States export control laws. Purchaser agrees that it shall not proceed with a shipment without prior United States government authorization when Purchaser knows that Seller Products in that shipment are destined for a sanctioned country. Purchaser represents that neither Purchaser nor any of its principals, officers, directors or any person or entity known to Purchaser to be involved in a transaction involving Seller Products as freight forwarder, customer, end-user, consultant, agent or otherwise is designated on any of the US government restricted parties lists, including, without limitation, the United States Commerce Department Bureau of Industry and Security Denied Persons List, Entity List or Unverified List, the United States Treasury Department Office of Foreign Asset Controls Specially Designated National and Blocked Persons List or the US State Department Directorate of Defense Trade Controls Debarred Parties List or restricted parties lists of any country having jurisdiction over Purchaser or the transaction involving the goods that are the subject of this document or related technology. No Products be exported, re-exported, or transferred to any end-user engaged in activities, or for any end-use, directly or indirectly related to the design, development, production, use, or stockpiling of weapons of mass destruction, e.g. nuclear, chemical, or biological weapons, and the missile technology to deliver them.

16. Tooling, etc. Purchaser agrees that amounts charged by Seller for designing and/or constructing tooling, jigs, dies, gauges, fixtures, molds and other items to enable Seller to produce Products for Purchaser (the "Tooling") shall be and remain the property of Seller. At such time as the Tooling shall become obsolete or otherwise unusable, Seller may scrap the Tooling and the scrap value shall belong to the Seller.
17. Assignment. Neither party may assign or transfer its rights hereunder without the prior written consent of the other.
18. No Waiver. The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or the right of such party to enforce such provisions thereafter.
19. Integration. Seller's quotation and these terms and conditions set forth the entire agreement of the parties, and supersede and subsume all prior discussions and agreements, written and oral.