

PURCHASE ORDER TERMS AND CONDITIONS

1. **Offer, Acceptance and Modification.** This Purchase Order, together with any riders, drawings, specifications, schedules or other writings attached thereto is an offer by Arrow Tru-Line, Inc. ("ATC") to the seller identified on the reverse side hereof (the "Seller") to enter into the purchase agreement described. Upon acceptance by Seller, this document shall constitute the entire agreement between the parties. In the event that these terms and conditions set forth different or additional terms to those set forth in any quotation or similar document issued by Seller, ATL's performance is expressly conditioned upon Seller's assent to such additional or different terms. Performance or partial performance by Seller shall constitute acceptance of this offer. Modifications proposed by Seller are not part of the agreement unless ATL expressly agrees to same in writing.

2. **Firm Price.** Unless clearly identified as an estimate, the price(s) set forth on the front of this Purchase Order is/are firm. Before proceeding to produce, manufacture or ship any goods involving claims by Seller for extra compensation, Seller shall submit to ATL a detailed statement of such claim. 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 express assent to extras, claims for compensation of amounts specified herein shall be rejected. The contract price shall include all applicable federal, state, and local taxes, and all tooling and transportation charges. Seller represents that its price for any item or service does not exceed Seller's price charged to any other customer purchasing the same or essentially similar items or service in similar quantities during the six months preceding and the six months immediately following this Purchase Order and Seller shall promptly provide a rebate to ATL if Seller's price charged to any other customer is less than the price charged to ATL. ATL shall receive the benefit of all discounts and other favorable terms of payment offered to Seller's other customers. At ATL's request, Seller's chief financial officer will provide written certification that Seller's prices conform to this warranty. Seller agrees that ATL will not pay late payment charges.

3. **Payment Terms.** Unless otherwise set forth on the front of this Purchase Order, invoices for goods or material properly furnished or work properly performed shall be paid by ATL within 60 days of the date such invoice is received by ATL. Delays and errors in invoices may be considered cause for delaying payment without losing discounts.

4. **Inspection.** Seller shall permit ATL reasonable access to its facility at reasonable times to inspect the goods, materials or work in process covered by this Purchase Order. Inspection by ATL or its customer of goods, materials or work in process shall not constitute acceptance by ATL of same. All goods or items produced pursuant to this Purchase Order shall be subject to inspection and/or test upon delivery. In the event that any of the goods or items are defective in material or workmanship or otherwise fail to meet the requirements of ATL or its customer, ATL may, without limitation of any of its other rights or remedies, reject such defective or non-conforming goods or items or may retain same and correct the defects or non-conformities at Seller's expense. Seller shall pay ATL for all expenses (including, without limitation, packing, handling, sorting and shipping expenses) incurred by Seller in connection with defective or non-conforming goods.

5. Progress Reports. Seller shall, at ATL request, at the time or times submit to ATL progress, procurement and completion schedules at the time or times specified in such request.
6. Packing, Marking and Shipping. All goods or items shall be properly packed, marked and shipped in accordance with the requirements of ATL and the carrier transporting such goods or items. Unless otherwise specified, Seller shall ship in a manner which will permit the securing of the lowest available transportation rates. Seller shall route shipments in accordance with ATL instructions. In the absence of ATL instructions, goods shall be shipped F.O.B. destination, freight prepaid by Seller. Seller shall reimburse ATL for all expenses incurred by ATL as a result of improper packing, marking or routing and Seller shall be responsible for all loss, damage or injury which results from or occurs during shipment. Any transportation charges paid by Seller with respect to which Seller is entitled to reimbursement shall be added to Seller's invoice as a separate item and the receipted freight bill shall be attached thereto. Unless otherwise provided in this Purchase Order, no charge shall be made by Seller for containers, crating, boxing, bonding, dunnage, pallets, drayage, or storage.
7. Packing Slips; Bills of Lading and Invoices. Each packing slip, bill of lading and invoice shall bear the applicable Purchase Order number and the location to which items are to be shipped. A numbered Master Packing Slip shall accompany each shipment. Unless otherwise provided in this Purchase Order, invoices shall be submitted as directed on the applicable shipping release issued by ATL. If a packing list is not included, Seller must demonstrate by clear and convincing evidence that all materials were shipped. Payment to Seller or any failure of ATL to inspect or reject shall not be construed as an acceptance of any shipment
8. Premium Shipments. If, because of failure of Seller to meet the delivery requirements of this Purchase Order, ATL finds it necessary to require shipment of any of the goods or items covered by this Purchase Order by a method of transportation other than the method originally specified by ATL, Seller shall pay the amount by which the cost of the more expeditious method of transportation exceeds the cost of the method of transportation originally specified.
9. Time. Time is of the essence in the performance by Seller of its obligations under this Purchase Order.
10. Performance Upon ATL Property. To the extent that this Purchase Order calls for work to be performed upon property owned or controlled by ATL, it is agreed that Seller will keep the premises and work free and clear of all mechanic's liens, and furnish ATL proper affidavits and/or waivers certifying thereto. The work will remain at Seller's risk prior to written acceptance by ATL and Seller will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any other cause whatsoever. Seller shall carry the insurance required by Section 19 below, and shall have ATL named as an additional insured thereon. Such insurance shall be deemed to be the primary liability coverage for all purposes hereof and Seller shall furnish ATL acceptable evidence of such insurance before commencing work hereunder.
11. Indemnification. To the fullest extent permitted by law, Seller shall indemnify and hold ATL harmless from and against any and all claims, demands, costs, expenses (including attorney fees) or liabilities, whether for personal injury, sickness, death or property damage or destruction or other claims, which are incurred by or brought against ATL in connection with Seller's performance of its obligations hereunder

or in connection with the goods or services provided hereunder. Seller's indemnification obligation hereunder shall not be limited by the terms of any applicable workers' or workmen's compensation law.

12. Confidentiality. Seller shall not, without the express written consent of ATL, in any way or manner, make known, divulge or communicate to any third party any drawings, plans, specifications, blueprints, equipment designs or other information furnished to Seller by ATL for, or in connection with the performance of this Purchase Order or any information concerning the goods specified herein and manufactured in accordance with such drawings, plans, specifications, blueprints, equipment designs and other information (all of which is herein referred to as "Technical Information") to any party or person other than personnel of Seller directly concerned with the manufacture or production of said goods and suppliers of items required by Seller in the performance of this Purchase Order necessarily requiring any such Technical Information. Seller shall not employ any such Technical Information for its own use or for any purpose whatsoever except in the performance of this Purchase Order. Technical Information shall not include information which is generally published or lawfully available to Seller from other sources. Seller's obligation to protect confidential information shall survive this Purchase Order.
13. Proprietary Rights. Seller warrants that the items specified herein and their use or sale will not infringe any United States or foreign patent(s). Seller indemnify, defend and hold harmless ATL from and against every claim of infringement of any present or future patent, copyright, industrial design right, or other proprietary right that results from the sale or use of the goods or items which are the subject of this Purchase Order (i) alone, (ii) in combination by reason of their content, design, or structure, or (iii) in combination in accordance with Seller's recommendations, or at the option of ATL, provide all requested assistance to ATL the handling by ATL of such claims. Seller's obligations shall apply even though ATL furnishes all or any portion of the design and specifies all or any portion of the processing. Seller grants to ATL a non-exclusive, royalty free, irrevocable license to repair, rebuild and relocate and have repaired, rebuilt or relocated the goods or items of this Purchase Order. Seller will neither assert nor transfer to another a right to assert against ATL and/or dealers or customers thereof, any copyright of Seller that is applicable to any works of authorship furnished to ATL in the course of Seller's activity hereunder. All technical information disclosed heretofore and hereafter by Seller to ATL in connection with the subject matter of this Purchase Order is disclosed on a non-confidential basis.
14. Warranty. Seller expressly warrants that all material, goods, items and work covered by this Purchase Order will conform to the specifications, drawings, samples or other description furnished by or to or specified by ATL and will be merchantable, of first class material and workmanship and free from defect. Seller expressly warrants that all the material, goods and items covered by this Purchase Order will be fit and sufficient for the purposes intended. Seller warrants that all goods supplied or services performed will be free of liens, security interests and encumbrances, including tax and mechanics liens. These warranties also run to ATL's customer, successors and assigns.
15. Termination at Option of ATL. ATL may terminate its purchase obligations hereunder, in whole or in part, at any time, by a written notice of termination to Seller. ATL shall have such right of termination notwithstanding the existence of an excusable delay of Section 16. Upon receipt of the notice of termination, Seller, unless otherwise directed by ATL, shall (i) terminate promptly all work under this Purchase Order; (ii) terminate all subcontracts and orders relating to the performance of the work terminated by the notice of termination; (iii) transfer title and deliver to ATL the finished work, the work

in process, and the parts and materials which Seller produced or acquired in accordance with this Purchase Order and which Seller cannot use in producing goods for itself or for others; (iv) settle all claims by subcontractors for actual costs that are rendered unrecoverable by such termination; and (v) take actions reasonably necessary to protect property in Seller's possession in which ATL has or may acquire an interest. Upon termination by ATL under this section, ATL's obligation to Seller shall be (i) the appropriate portion of the Purchase Order price for all finished work and completed services which conform to the requirements of the Purchase Order and have not been previously paid for; (ii) to the extent that such costs are reasonable and are properly allocable under generally accepted accounting principles to the terminated portion(s) of this Purchase Order, Seller's actual cost of the work in process and parts and materials transferred to ATL; (iii) Seller's actual cost of settling the claims by subcontractors of subsection (iii) hereof; and (iv) Seller's actual cost of carrying out its obligations of subsection (iv) hereof, but under no circumstances shall ATL obligations exceed those ATL would have had to Seller in the absence of termination. Seller shall furnish to ATL, within one month after the date of termination, Seller's termination claim, which shall consist exclusively of the items of ATL obligations to Seller that are listed in subsection (c) hereof. ATL or ATL independent auditors may audit Seller's records, before or subsequent to payment, to verify amounts required in Seller's termination claim. ATL shall not have any liability whatsoever to Seller if ATL terminates its purchase obligations of this agreement because of Seller's default.

16. Default by Seller. In the event that Seller defaults in the performance of its obligations under this Purchase Order by (i) failing or refusing to meet production or delivery schedules; (ii) failing, in the judgment of ATL, to make adequate progress toward fulfilling its obligations hereunder; or (iii) violating any other provision of this Purchase Order or any other purchase order given to it by ATL, then ATL may, without prejudice to or limitation of any of its other remedies, terminate this Purchase Order upon written notice to Seller.
17. Excusable Delays. Any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days. If requested by ATL, Seller shall, within five (5) days of such request, provide adequate assurance that the delay shall not exceed thirty (30) days. If the delay lasts more than thirty (30) days or Seller does not provide adequate assurance that the delay will cease within thirty (30) days, ATL may immediately cancel the order without liability whatsoever.
18. Changes. ATL reserves the right at any time to direct changes or cause Seller to make changes in the drawings or specifications of the goods or items which are the subject of this Purchase Order or to otherwise change the scope of work covered hereby and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by ATL after its receipt of documentation in a form and in detail acceptable to ATL. Seller shall not change its specifications (including raw materials, manufacturing processes, physical, chemical,

performance, or other specifications) for products purchased pursuant to this Purchase Order, without ATL's written approval following at least 60 days prior written notice

19. Insurance. Seller shall maintain insurance coverage in amounts not less than the following:

Workman's Compensation – Statutory limits

Employer's Liability - \$1,000,000;

Comprehensive General Liability - \$2,000,000 bodily injury and property damage each occurrence, \$1,000,000 personal injury and advertising injury, \$2,000,000 general aggregate, \$2,000,000 products - completed operations including contractual liability;

Automotive Liability (including owned, non-owned and hired vehicles) - \$1,000,000 per person, \$1,000,000 per occurrence bodily injury and \$1,000,000 per occurrence property damage, or \$1,000,000 per occurrence bodily and property damage combined single limit;

Umbrella / Excess Liability - \$3,000,000 each occurrence and \$3,000,000 aggregate excess of above stated Employer's Liability, Comprehensive General Liability and Automobile Liability Limits.

All insurance policies shall provide a waiver of subrogation in favor of ATL

Seller shall (i) cause ATL to be named additional insured on Seller's commercial liability and excess coverage and (ii) furnish certificates of insurance setting forth the amount(s) of coverage, policy number(s) and date(s) of expiration for insurance maintained by Seller and an agreement to provide ATL with thirty (30) days' prior written notification from the insurer of any termination or reduction in the amount or scope of coverages. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller from its obligations or liabilities under this Purchase Order.

In the event of Seller's breach of this provision, ATL shall have the right to cancel the undelivered portions of any goods or items covered by this Purchase Order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

20. Remedies. The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver of a breach of any provision of this Purchase Order shall constitute a waiver of any other breach or of such provision. Seller understands that ATL is relying on Seller for complete performance and all default will result in several damages, including increased purchasing, manufacturing and resale cost; excess costs of acquiring goods elsewhere; inspection, storage, handling and transportation cost, reduction in profits and loss of good will; damages for injury to persons or property; and all other incidental and consequential damages. ATL may deduct all costs and damages from any unpaid invoices.

21. Advertising. Seller shall not, without first obtaining the written consent of ATL, in any manner advertise or publish the fact that Seller has contracted to furnish ATL the goods or items herein ordered, or use any trademarks or trade names of ATL in Seller's advertising or promotional materials. In the event of Seller's breach of this provision, ATL shall have the right to cancel the undelivered portion of

any goods or items covered by this Purchase Order and shall not be required to make further payments except for conforming goods delivered or services rendered prior to cancellation.

22. Bailed Property. All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by ATL, either directly or indirectly, to Seller to perform this Purchase Order, or for which Seller has been reimbursed by ATL, shall be and remain the property of ATL. Seller shall bear the risk of loss of and damage to ATL property, and shall replace any such property lost or damaged while in Seller's possession. ATL property shall at all times be properly housed and maintained by Seller; shall not be used by Seller for any purpose other than the performance of this Purchase Order; shall be deemed to be personal property; shall be conspicuously marked "Arrow Tru-Line, Inc." by Seller; shall not be commingled with the property of Seller or with that of a third person; and shall not be removed from Seller's premises without ATL prior written approval. Upon the request of ATL, such property shall be immediately released to ATL or delivered to ATL by Seller to any location designated by ATL, in which event ATL shall reimburse Seller for the reasonable cost of delivering such property to such location. ATL shall have the right to enter onto Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto.
22. Governmental Compliance. Seller agrees to comply with all federal, state and local laws, executive orders, rules, regulations and ordinances which are applicable to Seller's performance of its obligations under this Purchase Order. Without limiting the generality of the foregoing, all material sold to ATL shall satisfy all environmental, safety, electrical and electromagnetic rules and regulations.
23. No Implied Waiver. The failure of either party at any time to require performance by the other party of any provision of this Purchase Order shall in no way effect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Purchase Order constitute a waiver of any succeeding breach of the same or any other provision.
24. Non-Assignment. Seller may not assign or delegate its obligations under this Purchase Order without ATL prior written consent.
25. Relationship of Parties. Seller and ATL are independent contracting parties and nothing in this Purchase Order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
26. Governing Law; Venue. This Purchase Order and all claims arising hereunder or in connection with the items furnished hereunder shall be governed, construed and enforced in accordance with the laws of the State of Ohio, regardless of the legal theory upon which a claim may be based, including, without limitation, fraud, misrepresentation, negligence or indemnification. Venue is proper in Lucas County, Ohio, or in the United States District Court in the Northern District of Ohio, Western Division.
27. Severability. If any term of this Purchase Order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this Purchase Order shall remain in full force and effect.

28. Taxes. Seller is responsible for collecting and remitting all applicable sales and use taxes or exemption certificates. ATL is not liable for any federal, state or local taxes unless separately stated and expressly agreed to in writing.
29. Entire Agreement. This Purchase Order, together with the attachments, exhibits, or supplements, specifically referenced in this Purchase Order, constitutes the entire agreement between Seller and ATL with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This order may only be modified by a purchase order amendment/alteration issued by ATL.