

U.S. Terms & Conditions of Purchase of Goods and Services

1. General. This Purchase Order ("**Order**") is placed by the Chart entity stated on the face and reverse side hereof ("**Buyer**") subject to the terms, conditions and instructions appearing on the face and reverse side hereof, attached hereto or otherwise provided by Buyer, including any specifications, drawings and other data, all of which are incorporated herein and made part of the agreement (the "**Agreement**") between Buyer and Seller. Accepting this Order, whether by partial performance or otherwise, shall be deemed acceptance of the Agreement, and unless Buyer receives Seller's written notice of rejection within three business days after Seller's receipt of this Order, then Seller shall be deemed to have unconditionally accepted this Order. Seller agrees that this Order is expressly limited to and conditioned upon Seller's acceptance of these Terms & Conditions of Purchase, which may not be changed or waived except in writing signed by Buyer. Any additional, inconsistent or different terms and conditions contained in Seller's order acknowledgement or other documents are hereby expressly rejected. As used herein, the term "**items**" refers to goods and/or services furnished by Seller under this Order. With respect to this Order, time is of the essence. This Order is subject to termination by Buyer free of any claim or liability for Seller's failure to deliver items by the date specified by Buyer.

2. Payment/shipment. Unless otherwise specified on the reverse side of this Order, the terms of payment are net cash within fifty-five days from the later of the date on which an undisputed invoice is received by Buyer or the date on which the invoiced conforming items are received. Seller certifies that at the time of its acceptance of this Order, the prices stated herein include all applicable taxes and are not in excess of the prices currently being charged by Seller to other customers for the same or smaller quantities of like items with similar delivery or performance schedules. Seller shall mail separate invoices in duplicate for each shipment to Buyer Attn: Accounts Payable. No charges of any kind, including charges for boxing, carting, freight, insurance or storage will be allowed unless specifically agreed to by Buyer in writing. Bill of lading shall be sent with goods or attached to invoice and showing Buyer's PO number, equipment description and Buyer's other numbers, if any. Shipment shall be by least expensive way, unless otherwise stated. Excess unauthorized shipments and shipments arriving in advance of scheduled delivery date may be returned at Seller's risk and expense. Buyer may at all times set-off any amount owing to Seller or to any of Seller's affiliated companies against any amount payable in connection with this Order by Buyer or in connection with any other agreements by any of Buyer's affiliates.

3. Changes. Buyer shall have the right to make changes to this Order including changes to the shipping schedule. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment shall be negotiated in the purchase price or performance schedule or both. Any claim by Seller for adjustment hereunder shall be deemed waived unless asserted in writing within five days from receipt by Seller or notice of the change. Seller shall implement such changes upon receipt of Buyer's written notice of change.

4. Risk of Loss and Title. Delivery terms applicable to this Order shall be as defined in INCOTERMS 2010. DDP shall apply if no delivery terms are specified by Buyer. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Buyer and delivery shall be deemed to be complete only upon actual receipt and acceptance of the goods by Buyer. Risk of loss or damage to goods rejected by Buyer or to items for which acceptance has been revoked remain with Seller. Title to goods shall pass at the earlier of receipt and acceptance of conforming goods or payment for such goods.

5. Warranty. Seller warrants to Buyer, its successors, assigns and customers that the items supplied are merchantable, of good quality, strictly comply with specifications, drawings and data submitted to or by Buyer in connection with this Order, are free from defects, whether patent or latent, in design, material, workmanship and title, and except for build-to specification orders, are suitable for the particular use for which the items are purchased. All services will be performed in a good and workmanlike manner and according to the highest applicable industry standards. Seller guarantees to repair or replace, at Seller's sole expense, the goods, or parts thereof, found to be defective and to re-perform any nonconforming services. Any replacement parts and materials or re-performance of services are also warranted as stated herein. Seller further warrants that it is at all times fully comply with all applicable federal, state and local rules, laws, codes and regulations. Seller further warrants that no items delivered pursuant to an Order will, on the date of delivery, be adulterated or misbranded under 21 U.S.C. §§ 351, 352 and 355 or 15 U.S.C. §§ 1261-1276, as amended, or be otherwise prohibited from introduction into interstate commerce under 21 U.S.C. § 331, 15 U.S.C. § 1263, as amended, or similar state or municipal laws, and Seller guarantees that, where applicable, the manufacture of any article or material shall have been consistent with 21 C.F.R. §§ 800-895, as amended.

6. Nonconformity. All items ordered will be subject to final inspection and approval by Buyer and its customers, at Buyer's election, at Seller's plant or other Buyer-designated location or, if services, at the site at which such services are to be performed. If any of the items are found at any time to be not in conformity with the requirements of this Order, Buyer shall also have the right to reject and return, or to hold such items for Seller's instructions at Seller's sole risk and expense or, in the case of services, to have such services re-performed at Seller's sole cost and expense. However, such items are not to be replaced or re-performed by Seller without Buyer's written authorization.

7. Indemnity. Seller shall, to the fullest extent provided by law, defend, indemnify and hold harmless Buyer, its successors, assigns and customers, from and against claims, liability, loss and damages, including those arising out of property damage or personal injury or death, arising out of or relating to this Order or the items or services furnished hereunder, or any litigation based thereon and any related costs, expenses, and attorneys' fees. Seller shall further defend, indemnify and hold harmless Buyer, its successors, assigns and customers from and against any and all liens upon the premises of Buyer or its customers, including without limitation, liens for labor performed and material furnished by Seller or its subcontractors, and Seller shall also at its own expense immediately procure the discharge, release or satisfaction of any and all notices of intention or other evidence of such lien or claim thereto. Seller shall further defend, indemnify and hold harmless Buyer, its

successors, assigns and customers from and against claims, liability, loss and damage, including without limitation, costs, expenses, and attorneys' fees arising out of or relating to any claim of patent or copyright infringement of or in any way related to the items or parts thereof, furnished hereunder or any litigation based thereon. In addition, Seller shall procure at Seller's sole expense for Buyer the right to continue using the items or parts found to have been infringing or shall so modify, supplement or replace such items and parts as to eliminate such infringement, provided that there is no performance degradation due to such actions and the same is reasonably acceptable to Buyer.

8. Insurance. Seller shall at all times procure and maintain for the performance of this Order, workers' compensation, comprehensive general liability, automobile liability, bodily injury and property damage insurance and other such insurance in reasonable amounts as Buyer may require with insurers reasonably acceptable to Buyer. In addition, Seller and all of its employees, agents and subcontractors shall comply with all site requirements if entering onto Buyer's or Buyer's customer's property. Seller shall provide Buyer with 30 days written notice prior to the effective date of any cancellation or change in the terms of coverage of any required insurance; provided, however, such notice shall not relieve Seller of its obligations to procure and maintain the required insurance. Seller shall provide a certificate of insurance showing Seller's compliance with these requirements in a form reasonably acceptable to Buyer and shall name Buyer and its subsidiaries and affiliates as additional insured for all required coverage except workers' compensation and shall waive all rights of subrogation in favor of Buyer and its subsidiaries and affiliates. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Buyer and is not contributory with any insurance which Buyer may carry. The following minimum limits are required: (i) workers' compensation at statutory benefits in the state where Seller performs its obligations under this Order and where any services are performed and employer's liability at \$1 million each accident; (ii) automobile liability at \$1 million combined single limit; (iii) general and product/projects liability at \$1 million combined single limit per occurrence; (iv) umbrella/excess liability at \$5 million combined single limit per occurrence; (v) other coverage as requested. At Buyer's request, Seller shall provide Buyer with payment and performance bonds in the amount equal to the value of this Order. In the event that Seller fails to comply with any of the requirements stated herein, Buyer may procure such coverage at Seller's sole expense.

9. Seller Information. Unless otherwise agreed to in writing signed by Buyer's duly authorized representative, any knowledge or information concerning the design, manufacture, sale or use of the items covered by this Order which Seller may disclose to Buyer incident to the performance, manufacture or delivery of items covered by this Order shall be deemed to have been disclosed as a part of the consideration for this Order and to be free from all restrictions as to the use or disposition thereof by Buyer, and Seller agrees not to assert any claim against Buyer by reason of Buyer's use or disposition thereof.

10. Buyer Property and Information. Buyer shall retain exclusive title to any specifications, drawings, data, sketches, designs, patterns, dies, molds, tooling, equipment and materials of every description paid for or supplied by Buyer for use in the performance of this Order. Seller shall for all times keep confidential all information, drawings, specifications, data or any other details furnished by Buyer or prepared by Seller specifically in connection with this Order, and without the express prior written consent of Buyer, Seller shall not copy or disclose the same to any third party, and may not use them for any purpose other than to fulfill its obligations under this Order. Any personal property provided by Buyer shall be retained by Seller on consignment, suitably identified as Buyer's property. Seller shall hold and maintain any such articles at its risk and expense, shall keep such articles insured at its expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to Buyer, and shall not use such articles except in filling Buyer's Orders. All such articles shall be delivered to Buyer upon demand, in the same condition as when received, except for reasonable wear and tear, and except to the extent such articles have been incorporated into items delivered to Buyer, or consumed in the normal performance of work for Buyer. Unless otherwise agreed to in writing signed by Buyer's duly authorized representative, all right, title and interest in any inventions, developments, improvements or modifications as a result of this Order shall be deemed "works made for hire" and shall exclusively vest with Buyer.

11. Termination. Buyer may, without cost or liability to Buyer, except for deliveries or services previously made and accepted, terminate this Order if one or more of the following events shall occur: (a) failure of Seller to perform any of its obligations under this Order or (b) any adverse change in the position, financial or otherwise, of Seller or (c) the insolvency of, or the filing of a petition under any federal or state bankruptcy or insolvency laws by or against Seller. In any termination permitted by this section, Seller shall be responsible for any and all damages suffered to Buyer, its successors, assigns or customers as a result. Seller agrees that in the event it becomes necessary for Buyer to take enforcement action of this Agreement against Seller, Seller agrees to pay any and all attorney and arbitrator fees, and other legal expenses associated therewith incurred by Buyer. In addition to the preceding rights of termination, Buyer may, on reasonable notice to Seller, terminate or suspend this Order at its convenience without cost or liability to it as to any items not received or accepted by Buyer. Any items shipped, or service performed, after the effective date of such termination or suspension, may at the sole option of Buyer be accepted by Buyer under this Order or be returned to Seller at Seller's risk and expense. Buyer is excused from performing in the event of causes beyond Buyer's reasonable control, including but not limited to, acts of God, war, terrorism, strikes, restrictions of the United States Government or other governments having jurisdiction.

12. Governing Law; Arbitration. This Agreement and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and the interpretation and enforcement of the rights and duties of the parties is exclusively governed by the laws of the State of Ohio, excluding its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. Seller waives all causes of action arising under this Agreement after one year from the date of the occurrence of the event giving rise to any such claim, waives any

sovereign immunity claims or defenses, and consents to and will not contest personal jurisdiction in the local and federal courts of Cleveland, Ohio. Any disputes, controversies or claims arising out of or relating to this Agreement, or the breach thereof which cannot be resolved amicably within 60 days, shall be settled by binding arbitration. This agreement to submit to binding arbitration shall be specifically enforceable under the prevailing arbitration law. The award of the arbitrator shall be final, and a judgment may be entered upon it by any court having jurisdiction. A party desiring to invoke this arbitration provision shall serve written notice upon the other of its intention to do so and the name of an impartial individual who is knowledgeable in matters pertaining to Buyer's industry to serve as an arbitrator. If the other party objects within 15 days to the arbitrator proposed, and the parties fail to agree on an arbitrator within 30 days thereafter, then the arbitrator shall be appointed by the arbitration tribunal. For domestic transactions, the arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association then prevailing. For international transactions, the arbitration shall be conducted in accordance with the International Arbitration Rules then prevailing of the International Centre for Dispute Resolution. Unless the parties agree otherwise, all arbitrations shall be conducted and all related documents submitted shall be in the English language in Cleveland, Ohio, and the arbitrator shall apply the substantive governing laws as specified above. All awards granted by the arbitrator shall be final and binding on the parties, and shall include interest from the date of any breach or default and from the date of the award until paid in full. Judgment may be entered on any award or decision of the arbitration panel by either party in a court of competent jurisdiction. The arbitrator may grant emergency interim relief according to the applicable arbitration rules, and shall award costs, fees and other expenses of the arbitration, including reasonable attorney's fees, to the party not in default. If Seller fails to promptly assume Buyer's defense when requested to do so as required under this Agreement, then Buyer may defend with counsel of its own choice at the expense of Seller.

13. Miscellaneous. The Agreement as defined in Section 1 constitutes the complete and exclusive agreement between Seller and Buyer and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein. Assignment or subcontracting any portion of this Order or of any interest herein, or of any payment due hereunder, without the prior written consent of Buyer, shall be void. If any provision, or any part thereof, of this Agreement is found by any court or governmental agency of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, then such provision shall be deemed revised and applied to the maximum extent allowed by applicable law, and such invalidity or unenforceability shall not affect the remainder of such provision or any other provision here which shall remain in full force and effect. The obligations of Seller under this Order shall survive any inspection, delivery, acceptance or payment of and for the items. If Seller is a subcontractor to Buyer, then Seller further agrees, with respect to the items it is supplying, that Seller shall also be governed by the same terms and conditions by and between Buyer and Buyer's customer so there is a total flow down of the same. Headings are for convenience only and shall be given no legal effect. Buyer's remedies expressly provided for in these conditions shall be in addition to any other remedies which Buyer may be entitled to in equity or at law. Buyer's failure on any occasion to insist on strict performance of any term or condition hereof shall not constitute a waiver of compliance with such term or condition on any other occasion or a waiver of any default. Fax copies shall be given the full force and effect as an original.

14. Software. Seller grants to Buyer a non-exclusive royalty free perpetual license to use any standard software provided by Seller hereunder and to sublicense the same. Buyer shall not be bound by any terms and conditions that may accompany any software. Seller grants to Buyer an unlimited, exclusive and perpetual license to use, modify and sublicense any custom software provided by Seller to Buyer.

15. Limit of Liability. *NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL BUYER OR ITS AFFILIATES BE LIABLE TO SELLER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, DOWNTIME COSTS, COST OF DELAYS, OR FOR ANY PENALTIES, WHETHER ANY SUCH CLAIM FOR THE SAME IS BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BUYER'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT FOR ANY CLAIMS WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE, OR FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAYABLE BY BUYER FOR THE SPECIFIC ITEMS OR SERVICES SUBJECT TO THIS ORDER GIVING RISE TO THE CLAIM.*

16. Hazardous Materials. Seller shall notify Buyer of all "hazardous materials" (as that term is defined in applicable Federal, state and local statutes) which are contained in the items being supplied to Buyer or to Buyer's customers and Seller shall furnish Buyer with copies of all applicable "material safety data sheets" for said items no later than the shipment date under this Order. In addition, Seller shall be responsible for all chemical substances or mixtures which Seller brings onto Buyer's or Buyer's customer's premises. When ordered by Buyer, Seller shall promptly and properly remove and dispose of all such substances, mixtures, containers, and/or other hazardous materials residues in accordance with all applicable federal, state, local statutes, laws, regulations, rules, orders, and ordinances. Seller agrees to indemnify and hold Buyer harmless from and against any and all damages and expenses

(including attorneys' fees) resulting from Buyer's violation of the requirements referenced in this Section.

17. United States Government Contracts. If this Order is placed under a U.S. Government Contract (prime or subcontract), then this Order is also subject to the applicable U.S. Government contract clause(s), including FAR clauses, as are required by law and the U.S. Government applicable contract, which are hereby incorporated into this Order by reference.

18. Export Sales; Compliance with Trade Laws. In no event shall Buyer be required to export or deliver any technical information, data or materials if such export or delivery is then prohibited or restricted by any law or regulation of the U.S. Government, including departments, agencies and sub-divisions thereof or of any other applicable governmental agency of any country having jurisdiction, including the country in which the items the originated. Should Buyer's performance of its obligations hereunder be prohibited by any applicable governmental agency, in whole or in part, be precluded because of the inability to obtain an export or import license within a reasonable time, as appropriate, then Buyer's obligations hereunder shall be terminated at Buyer's option without further liability to Seller. Unless otherwise agreed in writing by Buyer, Seller accepts all responsibility for exporting and importing any items sold hereunder, will be the exporter of record and importer of record, and will be responsible for filing any documents, obtaining any licenses required by the U.S. or other government agencies, and paying all duties and taxes necessary for exportation and importation. Seller agrees not to export any technical information or data of Buyer without full compliance with U.S. and other laws of countries having jurisdiction. Seller warrants and represents that it is in full compliance with all such applicable export and import laws, including, but not limited to the International Traffic In Arms Regulations, the Export Administration Regulations, and all U.S. anti-boycott and embargo regulations, and Seller shall provide Buyer with such written assurances of compliance as requested by Buyer from time to time. Specifically, Seller agrees not to import, export or procure any items or components thereof or technical data to or from a prohibited person, prohibited country, or for a prohibited use under the U.S. or any other applicable trade laws. Seller agrees to indemnify and hold Buyer harmless from and against any and all damages and expenses (including attorneys' fees) resulting from Seller's violation of applicable export and import regulations.

19. Compliance with Anti-bribery Laws. Seller represents to and assures Buyer that it is familiar with the requirements of the U.S. Foreign Corrupt Practices Act ("FCPA") and other similar anti-bribery laws, including without limitation the OECD Antibribery Convention and the UK Bribery Act, that it has not and will not violate those laws as may amended from time to time, and that it neither has nor will offer, make, or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution in violation of such laws. Seller shall provide Buyer with such written assurances of compliance with such laws as requested by Buyer from time to time. Any payment, offer of payment, or agreement to make a payment that is contrary to the laws of the United States or the laws of the country in which it is made, or any other payment in conflict with this clause, will constitute a material breach of this Agreement, and any obligation of Buyer hereunder shall automatically terminate upon such breach without further liability to Seller. Seller agrees to indemnify and hold Buyer harmless from and against any and all damages and expenses (including attorneys' fees) resulting from Seller's violation of the requirements referenced in this Section.

20. Right to Audit. For a period of not less than 10 years after completion of this Order, or as otherwise required by law if longer, Seller shall keep full and accurate books of accounts and records relating to the performance of this Order, and shall allow the authorized representatives of Buyer to have access to such books and records and make copies thereof during such period upon prior notice.

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