

BAIER & MICHELS USA, INC. & WUERTH BAIER & MICHELS MEXICO S.A. DE C.V.
TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS APPLY TO ALL GOODS AND/OR SERVICES ("PRODUCTS") SOLD AND/OR PERFORMED BY ANY SUBSIDIARY OR AFFILIATE OF BAIER & MICHELS USA, INC. or WURTH BAIER & MICHELS MEXICO S.A. DE C.V. ("SELLER") AND ARE INCORPORATED INTO EACH AND EVERY QUOTATION, CONTRACT, ACKNOWLEDGEMENT, PURCHASE ORDER, OR OTHER DOCUMENT. BY PURCHASING PRODUCTS FROM SELLER, BUYER (AS DEFINED IN SECTION 1 HEREIN) INDICATES THAT BUYER HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT MODIFICATION. TO THE EXTENT ANY PORTION OF ANY SELLER OBLIGATIONS HEREUNDER ARE PERFORMED BY ANY SELLER AFFILIATE, TO THE EXTENT OF SUCH PERFORMANCE THE AGREEMENT IS HEREBY DEEMED TO BE SOLELY BETWEEN SUCH SELLER AFFILIATE AND BUYER.

1. Offer; Acceptance; Exclusive Terms of Agreement.

The quotation, contract, acknowledgment, purchase order or other document, together with these Terms and Conditions ("Agreement") constitutes the complete and exclusive statement of Buyer and Seller's agreement as it relates to such quotation, contract, acknowledgment, purchase order or other document. Buyer accepts the Agreement by either (a) written acknowledgement or (b) by issuing a purchase order or other document for the purchase of the Products from Seller. For the avoidance of doubt, any terms and conditions, Buyer policy, code of conduct or other instrument that purport(s) to modify, supersede, supplement or otherwise alter the Agreement, whether contained in Buyer's purchase order or otherwise, are not binding on Seller or Buyer and are hereby deemed by the parties to be rejected and replaced by the Agreement. Unless otherwise expressly stated in the Agreement, the pricing provided in any instrument issued by Seller is valid for a period of thirty (30) days after issuance.

2. Price Adjustments.

Buyer agrees that Seller may adjust prices to account for changes in market conditions or in the event of an extraordinary or unforeseeable event, including but not limited to trade wars, tariffs, economic crisis, global turmoil (including wars), general inflation or from changes in the affected material and raw material prices (including alloy content), the relevant exchange rates, foreign and domestic freight costs, inflation, capacity utilization of manufacturers and/or other factors beyond the control of Seller (e.g. anti-dumping duties, wage legislation, epidemics and pandemics, environmental protection requirements), or acts of god which impact any direct or indirect aspect of the supply chain, or otherwise in Supplier's discretion to the extent of an increase in Supplier's underlying costs. The adjustment shall become effective on notification to Buyer of the change in the costs. Price changes initiated by external part suppliers specified or directed by Buyer shall be passed on to Buyer immediately.

In the event that any new or increased taxes, tariffs, duties, levies, or other governmental charges (including but not limited to sales tax, value-added tax, import/export duties, or regulatory fees) are imposed after the effective date of this Agreement and directly impact the cost of goods or services provided hereunder, the Seller reserves the right to pass through such additional costs to the Buyer. Any such adjustments shall be reflected in the pricing and invoiced accordingly, without prior written notice to the Buyer. Buyer agrees to pay such additional amounts as part of the total contract price, subject to applicable laws and regulations. This clause shall not apply to income taxes or other taxes imposed on Seller's net income."

3. Service Costs.

Seller reserves the right to charge Buyer for services or supplemental costs, which services may include, without limitation, International Material Data System services, quality or testing services, inventory management, manufacturer or other third party fees relating to Buyer's Product orders, Buyer site optimization consultation or other services. Additionally, any sorting costs incurred shall be borne by the Buyer if no PPM (parts per million) level has been agreed upon, or if such sorting costs are requested by the Buyer without a plausible reason determined by b&m, resulting in additional financial impact to the Seller.

4. Shipping and Risk of Loss.

All sales of Products are FOB (US) / EXW (MX) Seller's facility unless otherwise expressly stated in the Agreement. If the Agreement expressly states that sales of Products are on terms other than FOB (US) / EXW (MX) Seller's facility, all shipments and deliveries by Seller shall be made in a manner, and by carriers, determined by Seller in its sole discretion unless otherwise expressly stated in the Agreement. Responsibility of Seller shall cease upon delivery of the Products by a third party carrier at which point Buyer will bear all risk of loss for the Products. Seller shall not be liable for any non-delivery of Products unless Buyer gives written notice to Seller of the non-delivery within five (5) business days of the date when the Products were to have been received and provides written support respecting such non-delivery. Any liability of Seller for non-delivery of Products shall be limited to the replacement of Products within a reasonable time or a credit adjustment respecting such Products to reflect the actual quantity delivered.

5. Delivery.

Shipment and delivery of Products are subject to availability at the time of order and lead times as determined in Seller's sole discretion. Premium shipping expenses and/or other related expenses necessary to meet Buyer's accelerated delivery schedules shall be the responsibility of Buyer. Seller does not guarantee any shipping or delivery date, and no person is authorized to commit to a delivery date except in writing signed by an authorized representative of Seller. Seller may estimate shipping or delivery dates to the best of Seller's knowledge based on information provided by Buyer and conditions existing at the time of the Agreement. Seller will make commercially reasonable efforts to ship the Products by the estimated shipping date, but will not be liable for any damages, loss or expense arising from a delay in shipment. Seller shall not have any obligation to maintain any excess inventory of Products, regardless of whether such inventory is designated as a reserve, bank, safety stock, or otherwise. Seller may, in its sole discretion, without liability or penalty, make consolidated or partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's Purchase Order. Buyer shall (a) cooperate with Seller in all matters relating to the Products and shall provide access to Buyer's premises and such other accommodations as may be reasonably requested by Seller; (b) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Seller to fulfill its obligations in accordance with the requirements of the Agreement; and (c) provide complete and accurate materials and information in a timely manner as requested by Seller.

6. Payment Terms.

Unless otherwise expressly stated in the Agreement, all accounts are due and payable in U.S. currency by ACH, or Wire/Bank Transfer, within thirty (30) days from the date of Seller's invoice, with payment to be issued on or before the due date irrespective of Buyer's internal payment practices that may otherwise be in effect. Seller reserves the right to accept credit card payments or other forms of electronic payment, in which case an additional fee may apply. If any payment owed to Seller is not paid when due, (i) the amount owed to Seller shall bear interest at the greater of 18% per annum or the maximum rate permitted by law, from the date on which it is due until it is paid; (ii) Buyer shall be liable

for any and all costs incurred by Seller (including, but not limited to, legal fees and costs) in collecting all amounts owed by Buyer; (iii) Seller may repossess the Products and put the same into storage, at Buyer's expense, or dispose of the Products as Seller deems practicable under the circumstances; and (iv) Seller may exercise or pursue any other remedies it may have under this Agreement or under applicable law or equity. The extension of credit and delivery of Products shall be subject to Seller's approval. In the event Buyer defaults under its payment terms or Seller in its reasonable discretion deems itself insecure for any reason, Seller reserves the right to require payment in advance or at any other time selected by Seller. Seller may, without notice, suspend deliveries of Products, cancel all credit available to Buyer or modify the terms of credit, require that any invoices outstanding be immediately due and payable in full, and refuse to make any further credit advances. Payment shall not be deemed to have been received by Seller unless and until the respective amounts have been finally credited to Seller. Buyer is prohibited from and shall not setoff against or recoup from or otherwise debit, chargeback or net from any invoiced amounts due or to become due from Buyer or its affiliates any amounts due or to become due from Seller or its affiliates, whether arising under the Agreement or under any other agreement. Seller may setoff or recoup from or otherwise debit, chargeback or net from any invoiced amounts or other payables due from Seller to Buyer to the extent of Buyer's delinquency or other default hereunder. Buyer grants to Seller a priority lien, purchase money security interest in the Products and any accounts receivable or cash from the resale of the Products until full payment is received, with respect to any sales on open account. Buyer shall complete and cooperate with the submission of any documents or finance statements necessary to validate or enforce Seller's rights hereunder.

7. Design and Product Assistance.

Seller is not responsible for the design of any Products and will not have any warranty, indemnification or other liability or obligations for any actual or alleged defects, quality issues, intellectual property infringement or other nonconformities with respect to any Products to the extent related to or arising out of the design and/or specifications for such Products. From time to time, Buyer may request, and Seller may offer, certain Product assistance, including, without limitation, advice, recommendations and/or other suggestions as to certain Products. Buyer acknowledges and agrees that such advice, recommendations and/or other suggestions by Seller with respect to any Products do not constitute any warranties with respect to any Products. Seller disclaims any such warranties and Buyer assumes full responsibility for accepting and/or using such advice, recommendations and/or other suggestions at its own risk.

8. Warranty.

A. By Both Parties.

Each party represents and warrants to the other that (i) it is a valid legal entity that is duly organized, validly existing and in good standing under the laws of the state of its incorporation or formation; and (ii) has the full right, power and authority to enter into the Agreement and to perform its obligations as set forth in the Agreement without the need for additional waiver, consent or permission from any person or entity.

B. By Buyer.

Buyer represents and warrants that (i) Buyer will not and will not cause Seller to violate any agreement applicable to it or violate any federal, state, local and foreign laws, orders, rules, regulations and ordinances, as the same may be amended, modified or supplement from time to time ("Laws"), and will not violate the rights of any third party; and (ii) Buyer is solvent and has the ability to pay its debts and meet its payment obligations under this Agreement when due.

C. By Seller.

(1) Seller as a Re-seller.

Some Products handled or distributed by Seller may be warranted to the final consumer by the manufacturer. If a manufacturer warranty is available, Seller will reasonably assist with obtaining and verifying warranty information concerning the product and confirming application or extension of such warranties to Buyer. Seller is not responsible or obligated to enforce or honor the warranties extended by the manufacturer to the final consumer, which are in addition to the limited warranties provided herein. Seller may also distribute literature or sales material of the manufacturer but assumes no responsibility for the content of such literature or materials.

(2) Limited Warranty.

Seller, as its sole warranty, warrants that the Products as of the date of shipment will be free from defect in material or workmanship, and as to any services comprising a portion of the Products, that they will be performed in a workmanlike fashion consistent with a commercially reasonable standard of care. Buyer shall inspect Products promptly but not more than thirty (30) days following delivery, or in the case of latent defects, promptly following discovery of same, after which Products shall be deemed accepted and Buyer waives its rights to make any warranty claim hereunder. Any claim for defective or nonconforming Products must be verified by Seller and, upon verification, Seller's liability shall be limited to the replacement or repair, at Seller's election, of such part of the Product in question as Seller may determine is defective or nonconforming.

D. Warranty Claims.

Buyer shall provide Seller with immediate notice of and the opportunity to participate in any and all meetings or other communications between Buyer and its customer concerning actual or alleged defects with respect to the Products. Products which have been altered or modified, improperly installed or applied, improperly stored or exposed to the elements, or which have failed due to abuse or inadequate maintenance after installation or application, have been used in violation of instructions for use, installation or application, or which were damaged due to malfunction of other parts not supplied by Seller, are not covered by this warranty.

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES AND SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE PRODUCTS IN THE APPLICATION(S) SELECTED BY BUYER AND BUYER'S CUSTOMERS.

No person is authorized to give any additional warranties on Seller's behalf or to assume for Seller any other liability, except in writing signed by an authorized individual of Seller.

9. Returns and Order Cancellations.

Orders placed by Buyer cannot be canceled if no production lot approval has been issued and Seller has made procurements based on the project forecast or annual forecast provided in writing by Buyer. In such cases, Buyer is obligated to purchase any remaining goods stocked, in transit or in process unless otherwise agreed upon in writing between the

parties.

No returned Products will be accepted for any reason unless an authorized representative of Seller first issues valid return authorization for such Products and such return is shipped in accordance with Seller's instructions. Returns are in Seller's discretion in every instance, however, in no event will returns be accepted after 30 days following delivery or if the Product is de minimis in value, custom, nonstandard inventory or special ordered. Returned Products are subject to any manufacturer restocking fees as well as Seller's applicable restocking fees as the same may be updated from time to time. Any returns received without a valid return authorization issued by Seller shall, at Seller's option, be: (a) immediately returned to Buyer at Buyer's sole expense, or (b) ten (10) days after notification to Buyer, disposed of at Buyer's sole expense. Buyer shall be responsible for all damage to returned Products resulting from improper packing or handling of the Products.

10. Change Orders.

Deliveries of orders placed by Buyer may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Buyer's assumption of liability and payment to Seller for any or all of: (a) the cost of all completed work at the order price set forth in the Agreement; (b) a sum equal to the costs of work in process (including but not limited to costs accrued for labor and material), (c) any amounts for which Seller is or for which Seller determines in its sole discretion it may be liable by reason of commitments made by Seller to its suppliers and/or subcontractors, and (d) any other loss, cost or expense of Seller as a result of such change, deferment or cancellation.

11. Termination.

Seller shall have the right to terminate the Agreement at any time upon sixty (60) days' prior written notice to Buyer. Neither Buyer nor Seller shall have any other right to terminate the Agreement, or any part thereof, except where the other party materially breaches any of its obligations under the Agreement and such breach is not cured within (a) ten (10) days in the event of a payment default or (b) ninety (90) days after written notice of such breach to the breaching party by the non-breaching party provided that such ninety (90) day time period shall be reasonably extended as long as cure of such breach is diligently pursued by the breaching party. In addition to the foregoing, Seller shall have the right to terminate or suspend this Agreement immediately in the event that Buyer's breach of this Agreement causes Seller to be in violation of any applicable Law or where Seller otherwise has the right to terminate. Upon any such termination by either party, (a) Seller shall be relieved of any further obligation to Buyer (including, without limitation, any obligation with respect to production, delivery or transition of supply), (b) Buyer shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Buyer, (c) Buyer shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired or produced by Seller in connection with the Agreement, and (d) Buyer shall immediately reimburse Seller for all claims of Seller and/or Seller's subcontractors for unamortized investments involved in preparing to produce or provide or producing or providing Products and for all other loss, cost or expense of Seller and/or Seller's subcontractors as a result of the termination of the Agreement.

12. Indemnification.

To the fullest extent permitted by applicable law, Buyer shall, at its expense, indemnify, defend and hold harmless Seller, its parent, affiliates, successors and assigns, subcontractors and the shareholders, members, managers, officers, directors, employees and agents of each of the foregoing (each an "Indemnified Party"), from all claims, actions, demands, settlements, suits, proceedings, judgments, costs, losses, liabilities, damages and expenses (including without limit court costs and legal fees and costs) (each a "Claim") arising out of (i) actual or alleged infringement of any patent, copyright, trademark, trade

secret or other intellectual property right; (ii) the actual or alleged violation of any applicable Laws; (iii) the rights of any third party; (iv) the use of the Products to the extent attributable to or arising out of the specifications, designs, drawings, engineering or other information or materials furnished by Buyer; (v) Buyer's breach of the Agreement; (vi) Buyer's or its customers' use of the Products or any component thereof (including without limitation damage to property or injury or death to any person); and (vii) Buyer's and Buyer's employees' and contractors' actions or omissions, including any of their negligence and willful misconduct. Each Indemnified Party shall have the right to conduct the defense of any Claim at Buyer's sole expense. Buyer will not settle any claim without Seller's consultation with Seller's counsel and written authorization.

13. Liability Limitation.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THE FOLLOWING LIMITATION OF LIABILITY IS REASONABLE AND A MATERIAL INDUCEMENT FOR SELLER TO ENTER INTO THE AGREEMENT (INCLUDING BUT NOT LIMITED TO PRICE). THEREFORE, IN NO EVENT SHALL SELLER'S LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY BUYER FOR THE PRODUCTS THAT ARE ALLEGED TO BE DEFECTIVE OR NONCONFORMING OR THE CAUSE OF ANY LOSS OR DAMAGE, WHETHER FOUNDED IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE SAME, ARISING OUT OF OR RELATED TO THE AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INJURIES TO OR DEATH OF PERSONS, DAMAGES TO PROPERTY, LOSS OF FUTURE BUSINESS OR REPUTATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATED TO THE AGREEMENT. ANY CLAIM BY BUYER AGAINST SELLER ARISING OUT OF OR RELATING TO THE AGREEMENT CANNOT BE FILED, MADE OR MAINTAINED, AND SHALL BE DEEMED WAIVED, UNLESS FILED WITHIN TWELVE (12) MONTHS AFTER SELLER HAS SHIPPED OR PROVIDED THE PRODUCTS IN QUESTION. THE LIMITATIONS ON SELLER'S LIABILITY UNDER THIS SECTION SHALL APPLY NOTWITHSTANDING ANY PROVISIONS OF ANY MANUFACTURER OR OTHER VENDOR WARRANTY ASSIGNED TO BUYER HEREUNDER.

14. Seller's Property.

Unless otherwise expressly stated in the Agreement, all facilities, materials, components, tooling, molds, jigs, dies, patterns, fixtures, equipment and related items used with the Products belonging to Seller must be reasonably cared for by Buyer. Buyer shall not have any rights in or to any of Seller's property, including, without limitation, any option to purchase such property. In the event of default by Buyer hereunder, Seller shall have the right to enter Buyer's location(s) as applicable to retrieve any property owned, as between the parties, by Seller.

15. Information and Documentation.

Seller shall only be responsible to provide Buyer with such information, disclosures, warnings, labels, instructions and other documentation made available to it by the manufacturer of the Product(s). Seller shall use commercially reasonable efforts to provide Buyer with documentation concerning (a) Products and their ingredients, materials and components, (b) the shipping, handling, delivery, use and disposal of such Products, ingredients, materials and components, and (c) any import, export, customs, rules of origin, tax or related matters, as are, in each such case, available to Seller without substantial cost and otherwise reasonable under the circumstances and specifically identified by Buyer to Seller in writing. Buyer shall reimburse Seller for any cost to Seller of providing any such

information, disclosures, warnings, labels, instructions and other documentation. Seller has not independently diligenced and has no obligation regarding or liability for the accuracy of any information, disclosures, warnings, labels, instructions and other documentation provided by the manufacturer of the Product(s).

16. Use Limitations.

Buyer shall not use Products or any Product component in any safety-critical or other application where product failure could lead to loss of life or catastrophic property damage. Buyer hereby indemnifies and holds Seller harmless from any loss, cost or damage resulting from Buyer's breach of the provisions of this Section. Without limiting the foregoing, in no event shall any Product or Product component be used in any space, avionics, aviation, firearm, or military industries. Buyer shall comply with any additional safety or use restrictions set forth on any provided material safety data sheet or any similar instrument. Buyer shall not reverse engineer or disassemble any Products.

17. Hydrogen Embrittlement Liability and Waiver.

To the extent the Buyer purchases Products whose properties, characteristics, and manufacturing processes result in a high susceptibility to hydrogen assisted cracking or embrittlement ("HE Parts"), this Section shall apply. Buyer acknowledges that there is inherent risk of delayed catastrophic failure involved in HE Parts, and therefore purchase and use of HE Parts is at the Buyer's own risk and HE Parts will be excluded from any and all product quality responsibilities related to hydrogen cracking, including but not limited to any warranty, express or implied. Buyer hereby waives any and all claims arising out of or related to HE Parts.

18. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products and associated materials, including, without limitation, all licenses, logos, trademarks, patents, copyrights, other intellectual property, related reports, specifications, drawings, designs, computer programs and any other property, tangible or intangible, owned by Seller in connection with or under the Agreement ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Agreement shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act. Buyer shall not have any license to use any intellectual property rights of Seller except to the extent expressly agreed to in a separate license agreement mutually agreed in writing between Seller and Buyer.

19. Logos and Trademarks.

Buyer shall not use Seller's, Seller's affiliates, Seller's contractors or any manufacturer trademarks, service marks, logos or trade name on any products, documents, publications, or advertisements without Seller's prior written consent.

20. Service and Replacement Parts.

Unless otherwise expressly stated in the Agreement, Seller shall not have any liability or obligation to fulfill Buyer's and its customer's requirements for service and replacement parts except as specifically agreed in writing by Seller, at the prices and for such term as are set forth in such writing.

21. Confidentiality.

A. Each party (in such capacity, "Receiving Party") acknowledges and agrees that the other party (in such capacity, "Disclosing Party") may provide to Receiving Party certain nonpublic or proprietary technical, personnel, business or financial information which may

include, without limitation, third party nonpublic or proprietary information ("Confidential Information"). Receiving Party shall protect the Confidential Information in the same manner in which it protects its own confidential information of like kind, but in no event shall Receiving Party take less than reasonable precautions to prevent the unauthorized disclosure, publication, dissemination or use of the Confidential Information. Without limiting the foregoing, Confidential Information of Seller includes any information regarding pricing of the Products, supplier information, sales information and all other terms and conditions of the Agreement. "Confidential Information" does not include information that (i) is now or subsequently becomes generally available to the public through no fault of Receiving Party; (ii) is independently developed by Receiving Party without the use of or reference to any Confidential Information; or (iii) Receiving Party rightfully obtained from a third party who had the right to disclose the information.

B. Receiving Party shall not, without the prior written consent of an authorized representative of Disclosing Party, directly or indirectly disclose any Confidential Information to any third party except for any Representative (as defined hereinafter) or directly or indirectly use, exploit, copy or summarize any Confidential Information in any way except as necessary for the performance of its duties and obligations pursuant to this Agreement. In any event, Receiving Party shall be responsible for any failure on the part of any Representative to adhere to the provisions of this Confidentiality Section to the same extent as if such failure were Receiving Party's. As used herein, "Representative" means Receiving Party's employees, contractors, affiliates and advisors, in each case on a need-to-know basis relative to performance of this Agreement and provided that such Representative has agreed to adhere to the provisions of this Confidentiality Section or other agreement of confidentiality at least as stringent as the terms set forth herein. Notwithstanding the foregoing, Receiving Party may disclose the Confidential Information to the extent required by a valid subpoena, court order or other valid legal process so long as Receiving Party promptly advises Disclosing Party of its receipt of such subpoena, court order or other legal process with sufficient time to obtain a protective order to prevent the disclosure and cooperates with Disclosing Party with respect to any such protective order.

C. Upon termination of the Agreement, Receiving Party shall either destroy or return the Confidential Information to Disclosing Party, provided that Receiving Party may retain Confidential Information to the extent routinely stored in Receiving Party's archival, disaster recovery or backup systems subject at all times to the obligations that relate to Confidential Information as set forth herein. Upon Disclosing Party's request, an officer of Receiving Party shall certify in writing under penalty of perjury that Receiving Party has complied with the provisions of this subsection.

D. Receiving Party hereby acknowledges that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of such Confidential Information, may cause irreparable harm and significant injury for which monetary damages may be difficult to ascertain and will not be adequate. Accordingly, in such event, Receiving Party may seek immediate injunctive relief and an order to compel specific performance, as well as the recovery of direct damages, which may include reasonable attorneys' fees, but which shall not otherwise include indirect, special or consequential damages.

E. The provisions of this Section shall survive termination of this Agreement for a period of five (5) years.

22. Force Majeure.

Seller shall not be liable for any delay or failure to perform if such delay or failure to perform is caused by circumstances not wholly in its control, including without limitation: earthquakes, lightning, storms, floods, tropical weather systems, disease or virus outbreaks, pandemics, or other acts of God of any kind; acts of public authority; governmental acts or orders, riots or other public disturbances; strikes, lockouts, work stoppages or other labor or industrial disturbances of any kind; power failures; failure of Buyer to provide information reasonably requested by Seller or to provide adequate containers; wars; blockages; quarantine restrictions; embargoes; insurrections; epidemics; fire; civil disturbances; explosions; partial or entire failure of production facilities or supplies; inability to obtain transpiration; change in cost or availability of raw materials, components or services based

on market conditions, supplier actions or contract disputes; or change in any Laws. During any such delay or failure to perform by Seller, Seller's obligations under the Agreement shall be suspended or terminated in Seller's sole discretion and Seller shall not have any obligation to provide Buyer with Products from other sources or to pay or reimburse Buyer for any additional costs to Buyer of obtaining substitute Products. Seller may, during any period of shortage due to any of the above circumstances allocate its available supply of Products among itself and its customers in any manner that Seller deems fair and reasonable in its sole discretion.

23. Order Quantities.

Seller shall use commercially reasonable efforts to deliver the Products ordered by Buyer under the Agreement. Buyer shall reimburse Seller for overtime and other costs incurred due to Buyer requiring more than 100% of Buyer's prior calendar month's purchases, provided such costs arise solely from additional efforts to organize goods beyond the agreed monthly consumption.

24. Assignment.

Buyer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under the Agreement.

25. Compliance with Laws.

Without limiting any of its other obligations hereunder, Buyer acknowledges and agrees to comply with all Laws that may be applicable to Buyer's performance of its obligations and duties required by this Agreement or that are otherwise applicable to the use of any Products, and this Agreement shall include and incorporate by reference all the clauses required by the provisions of said Laws. Buyer shall comply, and will ensure that its customers, subcontractors, employees and agents comply and will take all necessary steps to assist Seller in complying, with any Law as may be in effect from time to time and incorporated herein by this reference. Without limiting the generality of the foregoing, Buyer warrants that it shall not utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in discriminatory, abusive employment or corrupt business practices, or in violation of any applicable code of conduct. At Seller's request, Seller shall certify in writing its compliance with the foregoing and will provide Buyer with whatever information or documentation is necessary for Buyer to comply with applicable Laws.

26. Social Responsibility; Anti-Corruption.

Buyer shall ensure that its working conditions are healthy and safe. Buyer shall pay its employees the legally required minimum wage in accordance with applicable laws and regulations. Buyer shall not engage in child labor. Buyer shall dispose of hazardous or dangerous waste in an environmentally safe, responsible and legal manner. Buyer agrees not to provide or offer any representative, officer, director, employer of Seller, any favors, gifts, gratuities or favorable treatment for the purpose of securing any business opportunities with Seller. Buyer shall maintain adequate policies and procedures in place to prevent noncompliance with Law and compliance with this Section, including, without limitation, policies and procedures relating to maintaining a safe and non-discriminatory work environment.

27. Dispute Resolution and Mediation.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A. without giving effect to its conflict of laws provisions. The relationship between Buyer and Seller is that of independent contractors.

Neither party will do anything, which has the effect of creating an obligation by the other party to a third party. If one party breaches this commitment, it shall indemnify the other party for all damages and costs the injured party incurs which arise from the breach. Where services are rendered and products are sourced wholly in a jurisdiction outside of the United States, this Agreement shall be governed by the laws of the jurisdiction in which services are rendered and/or products are sourced. For avoidance of doubt, where products are sourced and services are rendered wholly in Mexico, the governing law of Mexico shall apply. Where products are sourced and services are rendered wholly in Canada, the governing law of Ontario shall apply. (b) Mandatory Mediation. Prior to escalation to any other arbitrator or adjudicator, in the event of any dispute, claim or other controversy arising out of or related to this Agreement, the parties shall negotiate in good faith for a period of fifteen (15) business days at the chief executive or other similar executive level to attempt to resolve. (c) Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be referred to and finally determined by arbitration in accordance with the JAMS Smart Contract Rules before one (1) arbitrator. The seat of the arbitration will be Bergen County, New Jersey. The language to be used in the arbitral proceeding will be English. Judgment upon the award rendered by the Arbitrator may be entered by any court having jurisdiction thereof.

28. Non-Solicitation and Non-Circumvention.

During the duration of the Agreement and for a period of one (1) year thereafter, in the case of clause (a), and ten (10) years thereafter, in the case of clause (b) (the "Restricted Period"), Buyer shall not directly or indirectly engage in Restricted Activities. "Restricted Activities" is defined as directly or indirectly (a) encouraging, soliciting, or inducing, or in any manner attempting to encourage, solicit, or induce, any person or entity (a "Person") employed or contracted by Seller, to terminate such Person's relationship with the Seller, or hiring any such Person and (b) attempting to do business with, Seller's suppliers or their affiliates for the purpose of circumventing this Agreement or preventing Seller from receiving commercial benefit. Buyer acknowledges and agrees that if it violates any of the provisions of this Section, the running of the Restricted Period will be extended by the time during which Buyer engages in such violation(s). Without limiting the foregoing, to the extent an adjudicating body finds the foregoing unreasonable under the circumstances, the parties agree that the Restricted Period or Restricted Activities, as applicable, shall be reduced only to the extent necessary to render the same enforceable.

29. Import/Export Controls.

Buyer shall observe and adhere to all applicable import and/or export control Laws. Buyer will maintain all required licenses, permits, and registrations with governmental authorities and agencies, commercial registries, chambers of commerce or other applicable offices. Buyer specifically shall not export, re-export, or transfer the Products or any documentation or other information related thereto, in violation of applicable Laws. Buyer shall not provide any goods or technology which are controlled under International Traffic in Arms Regulation or Export Administration Regulations or any similar Law to Seller.

30. Governmental Agreements.

Buyer shall provide written notice to Seller of (i) whether the Products will be used by Buyer to satisfy any agreement between Buyer or Buyer's customer(s) with any governmental entity and (ii) whether Buyer and/or Seller are subject to any applicable Laws or requirements by virtue of such sale of Products (or products incorporating the Products) by Buyer or its customers' to such governmental entity.

31. Waiver.

The failure by Seller to enforce any of the terms or conditions of the Agreement shall be

effective only if in writing and signed by Seller and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

32. Survival.

The provisions of this Agreement that survive by their terms or their nature shall survive and continue in full force and effect following the expiration, cancellation or termination of this Agreement.

33. Notices.

Any notices which may be or are required to be given under the Agreement shall be in writing and may be made personally or sent by e-mail with delivery confirmation or by a nationally recognized overnight courier. Notices shall be deemed to be received (a) in the case of personal delivery, when such personal delivery is made; (b) in the case of e-mail, upon sender's receipt of delivery confirmation; and (c) in the case of delivery by nationally recognized overnight courier, upon notice of delivery by such courier. Notices to Buyer shall be sent to the address set forth for Buyer on the purchase order or Buyer's address as set forth in Seller's records. Notices to Seller shall be sent to:

baier & michels USA, Inc.

baier & michels USA, Inc.
Attn: Finance Department
65 Brookfield Oaks Dr.
Greenville, South Carolina 29607

with a copy to
baier & michels USA, Inc.
Attn: Legal Department
93 Grant Street
Ramsey, New Jersey
E-mail: legal@wugona.com

Wuerth Baier & Michels Mexico S.A. de C.V.
CERRADA BICENTENARIO #3 BODEGA
#4. PARQUE INDUSTRIAL EL MARQUÉS,
EL MARQUÉS, QUERÉTARO
C.P. 76246

with a copy to
Wuerth Baier & Michels Mexico S.A. de C.V.
CARRETERA TEMIXCO EMILIANO
ZAPATA, LT-17-BOD-1, PALO
ESCRITO, EMILIANO ZAPATA,
MORELOS
C.P.62760

34. Electronic Transmission.

Buyer and Seller agree that neither party shall contest the validity of this Agreement on the basis of it being electronically transmitted.

35. Entire Agreement.

This Agreement constitutes the entire understanding and agreement between Seller and Buyer with respect to the matters contained herein and therein and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written agreement signed by Seller.

36. Order of Precedence.

To the extent of any conflict between the body of these Terms and Conditions of Sale and any other instrument comprising a portion of the Agreement, these Terms and Conditions of Sale shall control.