

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

Hy Cite Enterprises LLC ("Hy Cite")

PRECEDENCE If there is a conflict between these terms, the information on the face of this Purchase Order (PO), or any attachments to the PO, the terms on the face of the PO shall control over these terms, and these terms shall control over any other attachment. If the PO is issued in conjunction with a detailed contract between the parties, the terms of the contract will take precedence over all other terms.

OFFER This PO constitutes an offer to buy goods and/or services as set forth on its face and reverse side (Products). No additional or different terms offered by Seller shall be or become part of this PO unless made in writing and signed by Hy Cite's authorized representative. Any reference to Seller's quotation shall be for informational purposes only and shall not be construed as acceptance of Seller's terms and conditions. The offer can be accepted by Seller either expressly or by fulfillment of the order. This PO is not assignable by Seller in whole or in part without Hy Cite's prior written consent.

PRICING Prices for the Products are as set forth on the reverse. No specific charge shall be made for lead time, preservation, packing, kitting, lot sizes, carriage, or storage unless agreed to, in writing, by Hy Cite. Seller represents and warrants that all taxes, including but not limited to any customs duties and common carrier tariffs, have been paid and no taxes are unpaid or with the passage of time will be a lien upon the Products.

INVOICING Invoices will be provided upon shipment and must reflect prices per terms stated on face. Hy Cite may set off any amounts due to Seller under this PO against amounts owed by Seller to Hy Cite for any reason. If requested by Hy Cite, Seller must receive POs and send invoices electronically. Invoices not sent electronically are to be shipped to Hy Cite's specified site address.

DELIVERY 1. Delivery terms, as stated on the PO, are to be interpreted in accordance with the most current ICC Incoterms. Time is of the essence. Delivery must be effected within the time specified in this PO. If delivery is not timely made, Hy Cite may, in addition to its other rights and remedies, direct Seller to make expedited routing at Seller's expense.

2. Seller shall, upon Hy Cite's request, suspend shipment and delivery of Products to be furnished hereunder at no cost.

3. Seller shall pack and preserve the Products so they will arrive at the designated delivery point free from damage and in such a condition as to permit reasonable handling and storage under normal environmental conditions without detrimental effects in accordance with Hy Cite's packaging standards.

4. All shipments must contain documentation specified by Hy Cite. If not specified, documentation will be a packing slip listing Products, Hy Cite's part number, PO number, plant name, invoice number and receiving locations, with all packages marked identifying Products by name and Hy Cite's part number. The package containing the packing slip must be clearly identifiable.

5. Seller must adhere to the procedures involving logistics and warehousing instructions, including instructions provided in materials agreements or transportation routing letters.

6. Seller shall document country of origin in the format specified by the Hy Cite to comply with regulations, including NAFTA certificates of origin, as requested. It is the responsibility of Seller to monitor the information and immediately notify Hy Cite of any changes. Such changes must be communicated in writing to Hy Cite.

QUALITY 1 Seller warrants good title in the Products and further warrants that Products will be (a) fit and sufficient for the purpose intended, (b) merchantable, (c) of good material

and workmanship and free from defect, and (d) shall not infringe any intellectual property rights of any third party. These warranties shall survive acceptance and shall run to Hy Cite and Hy Cite's successors, assigns, customers and end users of the Products.

2. Seller will not change its specifications, materials, material suppliers or production or testing process or locations, without the prior notice to and written approval from Hy Cite and assuring that such change will have no effect on the Product's conformity to the contract.

3. If Hy Cite experiences any defect, failure or non-conformity during the 12 months running from the later of first use of the goods or Hy Cite's acceptance ("Warranty Period"), Hy Cite shall have the right to take the following actions, at its option: (1) retain the defective goods in whole or in part with an appropriate adjustment in the price for the goods; (2) require Seller to cure defects in the goods within a reasonable period of time, determined by Hy Cite in its sole discretion given the urgency of the given situation; (3) require Seller to repair or replace the defective goods in whole or in part at Seller's sole expense, including all shipping, transportation and installation costs; (4) correct or replace the defective items with similar items from a third-party and recover the total cost from Seller, including the cost of product recalls; and (5) exercise all other rights under any applicable statutes, including but not limited to a recall as may be deemed appropriate in Hy Cite's sole discretion. Notwithstanding the foregoing, Seller agrees to waive the expiration of the Warranty Period in the event there are failures or defects discovered after the Warranty Period of a material nature or in a significant portion of the Products, or a defect is discovered which, in Hy Cite's opinion, constitutes a threat of damage to property or to the health and safety of any person.

INSPECTION . Hy Cite may make Inspections, including quality surveys/audits, and testing at any stage of the manufacture of Products ("Inspection"). Seller, without additional charge, shall provide all reasonable facilities and assistance required for safe and convenient Inspection. Hy Cite shall not unduly delay the work while conducting such Inspection. Hy Cite shall not be liable for any reduction in value of samples used in connection therewith, nor shall any rejected Products be delivered to Hy Cite. Hy Cite's Inspection, or lack thereof, shall not relieve Seller of responsibility for Products not in accordance with this PO, imply approval or acceptance by Hy Cite, or waive Seller's responsibility for latent defects, fraud, gross mistake or warranty.

CHANGES 1. Hy Cite may at any time, by written or verbal instructions confirmed in writing to Seller, make changes in the work to be performed or the items to be furnished hereunder in any one or more of the following: (i) drawings, (ii) designs, (iii) specifications, (iv) method of shipment, (v) packing, (vi) time of delivery, (vii) place of delivery, and (viii) quantity of items ordered. In no event shall Hy Cite be liable for incidental or consequential damages. Changes do not affect the enforceability of this PO Terms and Conditions.

2. Hy Cite may cancel this PO or any part hereof at any time upon written notice to Seller without liability except for payment to Seller of the cost of work in process and material commitments made within the time specified on the face hereof or, if no time is specified, then within two weeks of the date of cancellation.

3. Neither party shall be liable to the other for failure to perform its obligation under this PO when performance is prevented by flood, drought, fire, war, riot, acts of terrorism, acts of God or Governments. During Seller's inability to supply the Products, Hy Cite may, its option, procure Products from other Sellers but will revert to the PO once the element of Force Majeure has been overcome.

TOOLING Except as agreed in writing by Hy Cite, Seller shall fund all tooling, gauging and facilities necessary for the manufacture of Products, whether standard or unique to the manufacture the Prod-

ucts. Seller shall provide to Hy Cite detailed descriptions of the tooling and related information to provide assurance that Seller is utilizing tooling at world-class market levels. Seller shall maintain, repair and replace, at its own expense, all tooling, gauging and facilities necessary for the Products. Seller shall keep all such tooling, gauging and facilities in good working order and condition, fully covered (replacement value and cost) by insurance and free from liens and other encumbrances. Seller shall not make any changes to the specifications, physical composition, location, tooling, or processes used to manufacture the products without obtaining Hy Cite's prior consent. Unless otherwise approved in writing by Hy Cite, Seller shall not use Hy-Cite-unique tooling, or tooling otherwise funded in whole or in part by Hy Cite, to manufacture, recondition or repair products except for sale to Hy Cite or a third party approved by Hy Cite.

PUBLICITY Seller shall not disclose the fact of this PO or its terms and shall not release any advertising copy mentioning Hy Cite or quoting the opinion of any of its employees nor use Hy Cite's name or trademark without Hy Cite's prior consent.

INDEMNIFICATION Seller will indemnify, defend and hold harmless Hy Cite, its customers, distributors, end users, affiliates and subsidiaries, and each of their respective shareholders, equity holders, officers, directors, agents, employees, successors and assigns from and against all losses, costs, damages, expenses (including reasonable attorneys' fees), suits, claims, demands or other liabilities, directly or indirectly arising out of or relating to (i) any breach of any representation, warranty or covenant of this PO by Seller; (ii) any negligent or intentional acts or omissions or willful misconduct of Seller; (iii) any failure of Seller to comply with or observe any applicable law; (iv) any injury, disease, or death of any person, fine, penalty, or damage to or loss of any property, by whomever suffered, which is claimed to have resulted in whole or in part from the purchase, sale, use or operation of any Product, including Seller's provision thereof, or any actual or alleged defect in such Product, whether latent or patent, including any alleged failure to manufacture the Products according to Hy Cite's requirements or specifications, or to provide adequate warnings, labeling or instructions specified by Hy Cite; (v) any Product recall; (vi) any third party claim regarding Seller's performance under this Agreement; (vii) any third party claim regarding Hy Cite's use of Seller's intellectual property in compliance with this PO; and (viii) any claim that Products infringe or misappropriate any patent, trademark, copyright, mask works right, trade secret, know-how or other intellectual property or proprietary right of a third party used in the manufacture or sale of the Products or contained or embodied in the Products, or due to Hy Cite's sale or use, alone or in combination, of the Products, including the Products and designs developed by Seller, where but for Seller's specifications/designs, etc. such claim would not have arisen.

CONTINUITY OF AGREEMENT Except as provided above, this PO is the full understanding of the Parties and a complete and exclusive statement of the terms of the Hy Cite's and Seller's commitment. Notwithstanding any different or additional terms or conditions in Seller's acknowledgement or other documents, which terms and conditions are hereby objected to, either before or after delivery of Products, Hy Cite places each PO on the express condition that Seller accepts these terms. No conditions, understanding or commitment to amend the terms of this PO shall be binding unless hereafter made in writing and signed by the Party to be bound, and no amendment shall be effected by acknowledgement or acceptance of invoices, shipping documents or other forms or documents containing terms or conditions different from or in addition to these. No waiver of any breach or default and no course of dealing, course performance or usage of trade shall constitute a waiver of any other breach or default, amendment, or addition.

GOVERNING LAW. This PO, including without limitation to, any controversy or claim arising out of or relating to this PO, or its breach, the construction of its terms, and the interpretation of the rights and duties of the Parties, will be governed by and construed under the laws of the State of Wisconsin excluding its choice of law rules. This PO will not be governed by the United Nations Convention for the International Sale of Goods. All disputes arising out of or relating to this PO shall be resolved through binding arbitration. At Hy Cite's sole discretion and option, the arbitration proceedings shall be conducted before a single arbitrator or a panel of three (3) arbitrators (one appointed by each party and the neutral appointed by the other two arbitrators) in accordance with the Commercial Rules of the American Arbitration Association including application of the Optional Rules for Emergency Measures of Protection and shall be governed by the United States Arbitration Act. The arbitration shall be conducted in the English language in Dane County, Wisconsin; provided, however, that Hy Cite may, at its sole option, elect to bring an action against Seller, at any time and in any court having jurisdiction over Seller, to seek equitable or injunctive relief or specific performance. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction or otherwise required by applicable law. The arbitrators shall issue a written opinion setting forth the basis for the arbitrator's decision. While arbitration proceedings are pending, the parties shall continue to perform their obligations under this PO without setoff for any matters being contested in the arbitration proceedings. The arbitration award shall be enforceable in any court of competent jurisdiction.

BANKRUPTCY If Seller ceases to conduct operations in the normal course of business or becomes unable to meet its obligations as they mature, if any bankruptcy or insolvency proceeding is brought by or against Seller, if a receiver is appointed or applied for, if Seller makes an assignment of the benefit of creditors, or if Hy Cite reasonably believes Seller may be unable to complete the PO, Hy Cite may demand adequate written assurance of performance or, at its option, terminate the PO, in whole or in part, without liability except for supplies previously delivered to and accepted by Hy Cite.

INTELLECTUAL PROPERTY 1. Hy Cite retains all ownership of blueprints, drawings, media and data it may provide to Seller. To the extent Seller is involved in compiling, organizing or creating the Products, Seller assigns any copyright or other interest Seller may have in the Products to Hy Cite. Hy Cite retains all rights in tooling, designs and drawings furnished Seller in connection with the PO and no such tooling, design or drawing shall be incorporated or used in connection with Products furnished to others. If the purchase of Products by Hy Cite requires development or design work, any intellectual property right arising from such work shall accrue to Hy Cite unless the design elements were proprietary to Seller. In the event Seller creates copyrightable material of any form pursuant to this PO, Seller agrees to and does hereby assign to Hy Cite the sole ownership right in such copyrightable material. Seller shall undertake all acts necessary to perfect Hy Cite's ownership in such material, but at no cost to Seller.

2. Any inventions, discoveries, patents, copyrights, trade names, trade secrets, or other intellectual property created in the performance of this PO shall be the sole property of Hy Cite and Seller shall do all things requested by Hy Cite to transfer the ownership thereof and to perfect the same.

REMEDIES Hy Cite's remedies set out herein shall be cumulative and in addition to any other or further remedies provided in law or equity, specifically found in the Uniform Commercial Code. Seller will remain fully responsible for its obligations hereunder, regardless of the source of the Product or any component thereof. If Hy Cite suffers damages or reduction in price from its customers due to Seller's delay or breach of this PO, Seller will reimburse Hy Cite for such damage or loss of revenue, including, without limitation, any attorneys' fees and costs associated with litigating such breach.

LEGAL COMPLIANCE 1. Seller covenants and agrees that all activities performed, directly or indirectly, by or on behalf of Seller pursuant to this PO, or in furtherance of its objectives, shall be carried out in form and substance in accordance with all applicable laws, regulations, procedures and policies of the countries in which such activities are performed, the U.S., and any other governmental authority to which Seller or the Products are subject. Seller covenants and agrees to comply with all rules, regulations and laws with respect to design, manufacturing, materials, the environment and safety, and, if applicable, all laws and regulations governing the importation of the Products for sale in the U.S..

2. Seller covenants and agrees to comply with all U.S. laws and regulations relating to exports and all administrative acts and executive orders of the U.S. government pursuant to such laws and regulations, including, but not limited to, the Export Administration Act of 1979, 50 U.S.C. App. §§ 2401-2420; the Arms Export Control Act, 22 U.S.C. § 2751 et seq.; the International Traffic in Arms Regulation, 22 C.F.R. 120 et seq.; the Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1707 ("U.S. Export Controls"). Seller will not resell, transfer or sell the Products in violation of U.S. Export Controls. Any technical data or services exported from the United States in furtherance of this PO and any item or defense article which may be produced or manufactured from such technical data or services, may not be transferred to a person in a third country or to a national of a third country except as specifically authorized in this PO and, if required by U.S. Export Controls, only if the prior written approval of the appropriate United States governmental authority has been obtained, including but not limited to the U.S. Department of State and the U.S. Department of Commerce. Any action by Seller or its agents determined in good faith by Hy Cite to be in contravention of U.S. Export Controls shall result in termination of this PO.

3. Seller hereby acknowledges that Hy Cite is subject to the laws and regulations of the United States of America, including without limitation, the Foreign Corrupt Practices Act, 15 U.S.C. § 78dd ("FCPA") which prohibits the bribing of any foreign official, any foreign political party, or any candidate for foreign political office by any company for the purpose of obtaining or retaining business. It is Hy Cite's strict policy and intention at all times to be in compliance with the FCPA. Seller hereby covenants and agrees that it and its authorized agents will comply with the FCPA and acknowledges that Hy Cite's entering into this PO is conditioned upon such representation and warranty.

4. Seller hereby warrants and certifies that none of the Products are or will be manufactured with child, indentured, forced or prison labor.

5. Seller represents and warrants that (i) all Products shipped under this PO shall be marked accurately and in full compliance with applicable law as required; (ii) that no Product sold hereunder is manufactured, produced, or imported into the U.S. with the direct or indirect support of a "countervailable subsidy" (as defined in 19 U.S.C. § 1677(5)(B)) from the government of Seller's country (origin of Products) or any public entity or governmental authority thereof; (iii) that any Products produced in the U.S. were produced in compliance with the Fair Labor Standards Act (28 U.S.C. §§ 201, et seq.); and (iv) that the U.S. Department of Commerce has not determined that the importation of any such Products into the U.S. either materially injures, threatens with material injury, or retards the establishment of the U.S. industry in which the Products belong, as set forth in 19 U.S.C. § 1671 of the United States Anti-Dumping Law (19 U.S.C. § 1677 et seq.). Seller acknowledges and agrees that its indemnification obligation for any breach of this Section shall extend to any anti-dumping duties which may be imposed on the Products as a result of such breach. Hy Cite reserves the right to instruct Seller to mark the Prod-

ucts with patent markings, and Seller shall timely comply with all such instructions

6. To the extent applicable, the equal employment opportunity and affirmative action requirements set forth in 41 C.F.R. Part 60-1.4(a) (women and minorities), 41 C.F.R. Part 60-250.5(a) and Part 60-300.5(a) (covered veterans) and 41 C.F.R. Part 60-741.5(a) (individuals with disabilities) and the employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A are hereby incorporated by reference

GOVERNMENT SALES If Products are for resale to the U.S. Government, Seller grants to the Comptroller General of the United States the right to audit its books and records and all contractual flow down clauses are incorporated herein.

INJUNCTION If Seller breaches any material provision, Hy Cite shall be entitled to an immediate injunction and specific performance to prevent any further breach. In addition, Hy Cite may, without prejudice for any other lawful remedy, immediately cancel all or any part of any PO without notice or penalty to Hy Cite.

HY CITE INFORMATION RESTRICTION All supplies manufactured by Seller in accordance with Hy Cite's drawings, or in the manufacture of which Hy Cite's tools, dies, patterns, jigs or special tooling are used, shall not be sold by Seller to anyone other than Hy Cite.

LIENS Seller waives its right to any mechanic's or other lien for work done or material furnished hereunder, and agrees that no such lien will be asserted. Seller will obtain for Hy Cite, before final payment, similar waivers or releases of lien rights from everyone supplying labor, services and/or material for Seller, including common carriers. Seller shall hold Hy Cite harmless from and promptly satisfy any and all such liens and claims.

HEALTH AND SAFETY Seller shall ensure that the Products do not present a health and safety risk when properly used and agrees to indemnify and hold harmless Hy Cite in respect of all claims arising in connection with the breach of this duty. In order to facilitate safe handling and use all packaging containing supplies must be clearly labeled to identify the contents and any hazards they present and supplies must be similarly marked and accompanied by sufficient literature and information to enable their safe handling, use and disposal.

INSURANCE Seller shall, at all times during its performance hereunder, carry adequate insurance, including: workman's compensation and employer's liability (and any other coverage required by law); comprehensive general liability including contractual and products liability; and automotive liability. Special insurance requirements, if any, may be specified elsewhere in this PO. Seller shall, at Hy Cite's request provide Hy Cite with a copy of any applicable insurance policies and/or add Hy Cite as an additional insured on any such policies.

ACCESS TO PERTINENT INFORMATION 23. If requested by Hy Cite, Seller agrees to give Hy Cite or its authorized representative access to all pertinent documents, data and other information relating to the Supplies, and to view any facility or process relating to the Supplies.

FINANCIAL STATEMENTS 24. Seller must make any of its certifiable financial statements available to Hy Cite upon request of Hy Cite.