OTHER EXPRESS WARRANTIES AND HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. Seller shall not be liable in any event for any consequential, indirect, punitive or special damages or any loss of profit, revenues or use, diminution in value, cost of substitute products, downtime costs, or claims of Buyer's cus-tomers even if Seller has been advised of the possibility of such damages, and regardless of the theory (contract, tort or otherwise) upon which the claim is based and notwithstanding the failure of any agreed or other remedy of its essential purpose. Upon the occurrence of any event described in Section 15, and irrespective of whether Buyer has or has not previously been indemnified, Seller's rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination in the warranty period that the Goods are not in conformity with the warranty, and if Seller determines that the Goods are non-conforming, Seller will repair or replace or refund the purchase price thereof, at its sole option. F.O.B. point of manufacture, provided Buyer returns to Seller, freight prepaid, the Goods or such part of the Goods, as Seller may designate, on or before the later of 30 days after receipt of Buyer’s claim or Loss arising out of or relating to any Goods or alleged to have resulted from any act or omission of Seller, whether negligent or otherwise, and whether in tort, contract, or otherwise. Seller shall not be liable for Buyer's aggregate liability to Buyer or anyone claiming through or on behalf of Buyer, with respect to any claim or Loss arising out of or relating to any Goods or alleged to have resulted from any act or omission of Seller, whether negligent or otherwise, and whether in tort, contract, or otherwise. Seller shall not be liable for any claim or Loss arising out of or relating to any Goods or alleged to have resulted from any act or omission of Seller, whether negligent or otherwise, and whether in tort, contract, or otherwise.

15. PATENTS. Except as provided in Section 14 and provided Buyer has made all payments due Seller, Seller shall defend, indemnify and hold Seller, its affiliates and their respective officers, directors, managers, representatives, agents and employees harmless from and against all claims, suits, demands, losses, liabilities, damages (including injury and death) and expenses (including reasonable attorneys' fees) (collectively, "Losses"), arising out of or relating to: (a) Buyer's or its agents provided specifications, design, structure, operation, material or method of making Goods including "(Buyer's Specifications)"; without limitation, any resulting violation of intellectual property rights or any other proprietary rights of any third parties; (b) use of any materials; (c) Buyer's non-compliance with any Law; (d) breaches of these Terms by Buyer; and (e) Goods subjected to: (i) improper installation or storage; (ii) accident, damage, abuse or misuse; (iii) abnormal operating conditions or applications; (iv) operating conditions or applications above the ratings specified for the Goods; (v) repairs or modifications made to all or part of the Goods without the prior written consent of Seller; or (vi) a use or application other than or varying in any degree from the specifications and Seller’s instructions.

16. TOOLING. Any tools, jigs, dies, patterns, etc. (collectively, "Tooling"), which Seller owns, makes or acquires for the production of Goods shall be and remain Seller’s property, notwithstanding any charge Seller may have made therefor. In no event shall Buyer have any interest in any Tooling which is utilized in the production of Goods, or which has been converted or adapted by Seller for such use, notwithstanding any charge for any such utilization, conversion or adaptation.

17. CONFIDENTIALITY. All non-public, confidential or proprietary information of Seller is confidential, solely for the use in performing hereunder and may not be disclosed, used or copied unless authorized in advance by Seller in writing.

18. FORCE MAJEURE. Seller shall not be liable for any delay in or failure to perform due to any cause, matter or contingency beyond its reasonable control.

19. TERMINATION. Seller shall have the right to cease work or terminate these Terms or any purchase order, in whole or in part, at any time, without liability, if: (i) Buyer breaches or defaults under any Terms or Seller’s other agreement it has with Seller; (ii) a petition under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Buyer; (iii) Buyer executes an assignment for benefit or creditors; (iv) a receiver is appointed for Buyer or any substantial part of its assets; or (v) Seller shall have any reasonable grounds for insisting upon Buyer’s ability to perform and Buyer is unable to provide Seller with adequate assurance within ten days after written request therefore by Seller. In all cases, Seller’s rights are cumulative, are not exclusive and in addition to all other rights and remedies it may have at law or in equity. No termination

20. APPLICABILITY ENTIRELY or add to these Terms. The earlier of Seller’s commencement of performance or Buyer’s inconsistent with these Terms. PRICES

21. TERMS OF PAYMENT. All payments are due net 30 days from date of invoice. All goods sold hereunder shall be shipped to Buyer F.O.B. Buyer’s shipping point, freight prepaid and allowed to Buyer’s designated point of delivery, unless the aggregate weight of the goods shipped is less than the Five Thousand (5,000) pounds, in which case Buyer shall designate different shipping points. Wherever transportation rates and carrier’s liability for damage depend upon the value of the shipment as declared by shipper, Seller will declare such value as will entitle Buyer to have goods shipped at the lowest permissible transportation rates unless otherwise instructed in writing by Buyer. Buyer agrees that Seller is not responsible for damages caused by bad weather. Buyer is responsible for warehousing the goods in a reasonably suitable manner. Seller shall not be liable for loss or damage attributed to negligence either in selection of the carrier or the warehouse or in agreeing with either of them to contract terms on Buyer’s behalf.

22. DELIVERY. Shipping and delivery dates are estimates and are based upon prompt receipt of all necessary information from Buyer. Delays in securing Buyer’s approval of any changes at Seller’s sole option. No change in terms shall be effective until the date of an invoice shall be the final and complete settlement of all claims. Prices do not include any sales, use, excise, privilege or other taxes or assessments now or hereafter imposed or levied by or under the authority of any foreign, federal, state, or local law, rule, or regulation (collectively, “Law”) concerning the Goods or the manufacture or sale thereof. If Seller pays any such taxes or assessments, Buyer agrees to reimburse Seller for such taxes or assessments.

23. INSPECTION. Buyer shall inspect the Goods upon arrival, and Buyer shall immediately notify Seller in writing of any claims that the Goods do not conform to Seller’s warranty for satisfactory shipment by Seller and irrevocable acceptance by Buyer of all Goods. All Goods under a blanket order must be requested by Buyer for delivery within 30 days of such notice. Buyer shall not have the right to reject such Goods because Seller has not provided such notice. All claims by Buyer for damages to the Goods must be promptly in writing notice during such period will constitute satisfactory shipment by Seller and irrevocable acceptance by Buyer of all Goods.

24. BLANKET ORDERS. All Goods under a blanket order must be requested by Buyer for delivery within 30 days of such notice. All claims by Buyer for damages to the Goods must be promptly in writing notice during such period will constitute satisfactory shipment by Seller and irrevocable acceptance by Buyer of all Goods. Any tools, jigs, dies, patterns, etc. (collectively, “Tooling”), which Seller sells, may be returned without prior written authorization by Buyer and compliance with Seller’s return policies and procedures. Requests to return Goods must be made within 30 days after receipt of Goods by Buyer. Goods must be in like-new condition, in their original packaging and able to be returned to stock. Goods that are made to order, discontinued or custom products are not returnable for credit. Returns are subject to a 20% restocking fee and must be shipped prepaid. STORAGE. In the absence of agreed shipping dates, Seller may invoice Buyer and ship the Goods once they are ready for shipment. If, because of Buyer’s inability to take delivery, the Goods are shipped, stored in transit or otherwise, Buyer may store them for Buyer at Seller’s expense. Buyer’s expense and risk of loss shall pass to Buyer when the Goods are placed in storage and such date shall constitute the date of shipment for purposes of beginning the warranty and payment periods.

25. LIMITATION OF LIABILITY. Seller warrants the Goods in accordance with its written limited warranty in effect from time to time and if none, then Seller warrants that the Goods will be free from defects in material and workmanship for a period of 12 months after shipment. THESE ARE SELLER’S ONLY WARRANTIES. SELLER MAKES NO

26. APPLICABILITY ENTIRELY or add to these Terms. The earlier of Seller’s commencement of performance or Buyer’s inconsistent with these Terms. PRICES

27. TERMS OF PAYMENT. All payments are due net 30 days from date of invoice. All goods sold hereunder shall be shipped to Buyer F.O.B. Buyer’s shipping point, freight prepaid and allowed to Buyer’s designated point of delivery, unless the aggregate weight of the goods shipped is less than the Five Thousand (5,000) pounds, in which case Buyer shall designate different shipping points. Wherever transportation rates and carrier’s liability for damage depend upon the value of the shipment as declared by shipper, Seller will declare such value as will entitle Buyer to have goods shipped at the lowest permissible transportation rates unless otherwise instructed in writing by Buyer. Buyer agrees that Seller is not responsible for damages caused by bad weather. Buyer is responsible for warehousing the goods in a reasonably suitable manner. Seller shall not be liable for loss or damage attributed to negligence either in selection of the carrier or the warehouse or in agreeing with either of them to contract terms on Buyer’s behalf.

28. DELIVERY. Shipping and delivery dates are estimates and are based upon prompt receipt of all necessary information from Buyer. Delays in securing Buyer’s approval of any changes at Seller’s sole option. No change in terms shall be effective until the date of an invoice shall be the final and complete settlement of all claims. Prices do not include any sales, use, excise, privilege or other taxes or assessments now or hereafter imposed or levied by or under the authority of any foreign, federal, state, or local law, rule, or regulation (collectively, “Law”) concerning the Goods or the manufacture or sale thereof. If Seller pays any such taxes or assessments, Buyer agrees to reimburse Seller for such taxes or assessments.

29. INSPECTION. Buyer shall inspect the Goods upon arrival, and Buyer shall immediately notify Seller in writing of any claims that the Goods do not conform to Seller’s warranty for satisfactory shipment by Seller and irrevocable acceptance by Buyer of all Goods. All Goods under a blanket order must be requested by Buyer for delivery within 30 days of such notice. Buyer shall not have the right to reject such Goods because Seller has not provided such notice. All claims by Buyer for damages to the Goods must be promptly in writing notice during such period will constitute satisfactory shipment by Seller and irrevocable acceptance by Buyer of all Goods. Any tools, jigs, dies, patterns, etc. (collectively, “Tooling”), which Seller sells, may be returned without prior written authorization by Buyer and compliance with Seller’s return policies and procedures. Requests to return Goods must be made within 30 days after receipt of Goods by Buyer. Goods must be in like-new condition, in their original packaging and able to be returned to stock. Goods that are made to order, discontinued or custom products are not returnable for credit. Returns are subject to a 20% restocking fee and must be shipped prepaid. STORAGE. In the absence of agreed shipping dates, Seller may invoice Buyer and ship the Goods once they are ready for shipment. If, because of Buyer’s inability to take delivery, the Goods are shipped, stored in transit or otherwise, Buyer may store them for Buyer at Seller’s expense. Buyer’s expense and risk of loss shall pass to Buyer when the Goods are placed in storage and such date shall constitute the date of shipment for purposes of beginning the warranty and payment periods.

30. LIMITATION OF LIABILITY. Seller warrants the Goods in accordance with its written limited warranty in effect from time to time and if none, then Seller warrants that the Goods will be free from defects in material and workmanship for a period of 12 months after shipment. THESE ARE SELLER’S ONLY WARRANTIES. SELLER MAKES NO
shall affect any accrued rights or obligations of either party as of the effective date of such
termination.

20. **WAIVER.** All waivers by Seller shall be in writing. Failure of Seller at any time to require
Buyer’s performance of any obligation hereunder shall not affect Seller’s right to require
performance of that obligation. No delay or omission in the exercise of any right, power, or
remedy hereunder shall impair such right, power, or remedy or be considered to be a waiver
of any default or acquiescence therein.

21. **MISCELLANEOUS.** Buyer shall not assign any of its rights or obligations hereunder
without Seller’s prior written consent. Buyer shall comply with all applicable laws. There
are no third-party beneficiaries. These Terms shall be construed in accordance with the laws
of the State of Alabama without regard to any rules on conflicts of laws. Provisions which
by their nature should survive will remain in force after any termination or expiration. The
section headings are included solely for the convenience of the parties.