



TERMS AND CONDITIONS

GOODS AND SERVICES COVERED BY THIS ORDER ARE BEING SOLD ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN, AND IN ACCORDANCE WITH SELLERS QUOTATION OR ACKNOWLEDGEMENT IF ANY, INCLUDING THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE THEREOF. BY ACCEPTING DELIVERY OF THE GOODS OR SERVICES COVERED HEREBY, BUYER WAIVES ALL TERMS AND CONDITIONS CONTAINED IN ITS PURCHASE ORDER OR OTHER DOCUMENTS WHICH ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED HEREIN AND ALL SUCH DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS SHALL BE NULL AND VOID AND OF NO EFFECT.

1. PRICE. Shipping allowances and prices are subject to change by Seller without notice. Increases in labor, freight, and material costs before completion of contract plus applicable overhead may be invoiced to Buyer. Extra labor, Freight, and material costs as required by Buyer will be invoiced as extra items.

2. DELIVERY OR PERFORMANCE. Unless otherwise specified on the face hereof, all deliveries are F.O.B. point of shipment. Shipment will be made in accordance with instructions issued by Seller. Upon delivery of goods to carrier, Buyer assumes risk of all loss and damage resulting from any cause whatsoever. Shipping, delivery, or performance dates are approximate and are not guaranteed. Seller reserves the right to ship and invoice for a quantity of goods which may have up to ten percent over or under the quantity specified and Buyer agrees to accept delivery and pay for such revised quantity and consider the shipment to be complete. Partial deliveries shall be accepted by the Buyer and paid for at contract prices and terms.

3. FORCE MAJEURE. Seller shall not be liable for any delay or other failure of performance due to causes beyond its reasonable control including without limitation acts of God, acts of Buyer, acts of military or civil authorities, fire or other casualty, strikes, lockouts, weather, epidemic, war, riot, delays in transportation or car shortages, or Seller's inability to obtain necessary labor, materials, components, equipment, services, energy or utilities through Seller's usual and regular sources at usual and regular prices. In any such event, Seller may, with notice to Buyer, at any time and from time to time without further liability to Buyer (a) postpone its performance under this contract, (b) make partial performance or cancel all or any portion of this contract, or (c) allocate available quantities in any manner which Seller deems reasonable. Cancellation of any part of this contract shall not affect Seller's right to payment for performance of any other part hereof.

4. NO WARRANTIES. SELLER MAKES NO WARRANTIES OF ANY KIND TO BUYER, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY OR FITNESS FOR PURPOSE.

5. LIMITATION OF SELLER'S LIABILITY. Seller's liability on any claim of any kind, including negligence, with respect to the goods or services which are the subject of this contract, shall in no case exceed the price of the goods or services or part thereof which gives rise to the claim, IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR DAMAGES IN THE NATURE OF PENALTIES.

6. LIMITATION OF CLAIMS. Any claim for any loss or damage with respect to the goods or services which are the subject of this contract must be submitted to Seller in writing by the Buyer within thirty (30) days after delivery of said goods or services to Buyer, and if no such claim is submitted to Seller within (30) days, Buyer shall be deemed to have accepted said goods or services.

7. INDEMNIFICATION AND WAIVER. Buyer shall defend, indemnify and hold harmless Seller from any loss or damage, including attorney fees, sustained directly by Seller and from and against all claims asserted against Seller with respect to the goods or services which are the subject of this contract arising in whole or in part out of (a) failure of Buyer, its agents, employees or customers to follow specifications, instructions, warnings or recommendations furnished by Seller, (b) failure of Buyer, its agents, employees or customers to comply with all applicable laws and regulations including the Occupational Safety Health Act of 1970, and all amendments thereto, (c) misuse of the goods by Buyer, its agents, employees or customers, (d) misrepresentation by Buyer, its agents, employees or customers, (e) the sole or contributing negligence of Buyer, its agents, employees or customers, or (f) alleged infringement of any patent, trademark, or copyright as a result of Seller's performance in accordance with Buyer's designs, plans or specifications. Buyer hereby waives and releases Seller from all rights of contribution or indemnity to which it may otherwise be entitled. As used in paragraph Thereof, the term "Seller" shall mean the Seller, its officers, directors, agents, employees, subcontractors, parent subsidiaries, divisions, and affiliates.

8. CANCELLATION BY BUYER. Buyer may cancel this contract only upon written notice to Seller and payment of reasonable cancellation charges including (1) the price for goods and services completed prior to Seller's receipt of such notice, (2) all costs previously incurred in connection with uncompleted goods or services together with reasonable profit thereon, and (3) the expenses incurred by Seller by reason of such cancellation.

9. TAXES. All taxes and other charges imposed by federal, state, local or foreign governments on the manufacture, sale, shipment, import, export or use of the goods (other than income taxes) shall be paid by the Buyer. Buyer shall defend, indemnify and hold harmless Seller from and against all liabilities for such taxes or charges and attorneys' fees or costs incurred by Seller in connection therewith.

10. ADVICE AND ASSISTANCE. Upon request, Seller in its discretion may furnish as an accommodation to Buyer technical advice or assistance regarding the goods or services. Seller assumes no obligation or liability for the advice or assistance given or results obtained, which shall be at Buyer's sole risk. Seller shall have no responsibility or liability for any labeling, marketing, or presentation of the goods and services.

11. BUYER'S MATERIALS. All of Buyer's tooling, goods, and other property in the Seller's possession shall be fully insured by Buyer and Buyer releases Seller from all liability for loss or damage to such materials caused by Seller's negligence or otherwise. Whenever sixty (60) days have elapsed since the completion of any such order from Buyer requiring the use of such materials, Seller may make any use or disposition of such materials without any liability to Buyer and may destroy such materials.

12. SELLER'S PROPRIETARY RIGHTS. Seller shall be the sole owner of all drawings, inventions, or improvements made by or for Seller in connection with the performance of this contract. Buyer shall not reproduce any drawing furnished by Seller. Buyer shall not use or disclose any of Seller's trade secrets or confidential information, whether or not designated as such, except as required in connection with the use or resale of the goods or services covered by the contract.

13. SECURITY AGREEMENT, CREDIT, AND COLLECTION. To secure payment of all sums due hereunder or otherwise, Seller shall retain a security interest in the goods delivered hereunder and this contract shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney, to execute and file on Buyer's behalf all documents Seller deems necessary to perfect such security interest. Seller is relying upon Buyer's representation of solvency and if Seller at any time reasonably believes that Buyer is insolvent or that Buyer's credit is impaired, Buyer shall be in material breach hereof and Seller may, without liability to Buyer, withhold performance hereunder, change the payment terms and/or repossess goods theretofore delivered. Title to the goods covered by this contract shall remain with Seller until payment in full is received. In extending any credit hereunder, Seller may charge Buyer finance, service, or late charges in an amount not greater than allowed by law, and Buyer fails to pay according to the terms of this contract. Seller may make such changes and may also collect the amount unpaid with Buyer being liable to Seller for all costs of collection including attorney's fees.

14. MISCELLANEOUS. This contract constitutes the entire agreement between Buyer and Seller relating to the goods or services which are the subject hereof. No modifications shall be binding upon the Seller unless in writing signed by Seller's duly authorized representative. No waiver by either party of default shall be deemed a waiver of any subsequent default. The captions used herein shall have no substantive significance. This contract shall be governed by the law of Nebraska. Any litigation based hereon or arising out of, under, or in connection with this contract or any course of conduct, course of dealing, statements, or actions of the parties hereto shall be brought and maintained in the District Court of Douglas County, Nebraska, or the United States District Court for Nebraska, and Buyer agrees to the jurisdiction of any such court and hereby waives any and all defenses as to venue, inconvenience forum, or lack of personal jurisdiction. Buyer's failure to sign this contract shall not invalidate the contract.