



PURCHASING TERMS AND CONDITIONS

(Effective as of 12/1/2018)

These Purchasing Terms and Conditions (these “Terms”) are by and between Microfinish, LCC., on behalf of itself, and each party providing the Product (defined below) to Microfinish pursuant to any Purchase Order (defined below) (individually, a “Supplier”).

These Terms apply when referenced by Microfinish’s Purchase Order or other documentation.

Background information.

Microfinish is in the business of providing surface finishing and parts cleaning services to Aerospace, Medical, Automotive and other industry manufacturers.

Microfinish wants to engage Supplier to supply to Microfinish certain product (the “Product”) and to perform such services necessary and related to the supply of the Product (the “Services”). All references to the Product in these Terms shall include the related Services.

Supplier wants to supply such Product to Microfinish.

Agreement Acceptance.

The parties do not intend for these Terms to be signed, but instead Supplier shall be deemed to have accepted these Terms by performance. Supplier’s commencement of work on the Product shall constitute performance and Supplier’s acceptance of these Terms. Written or electronic acknowledgment, including, but not limited to, submission of a conforming invoice, a shipping notification, or any other documentation, shall constitute an agreement between the parties.

No Other Terms.

Each Purchase Order issued by Microfinish is exclusively governed by these Terms. Any additional or different terms, whether contained in Supplier’s forms or otherwise presented by Supplier at any time, are hereby rejected, unless in writing and signed by Microfinish. If Microfinish has already received an offer from Supplier, Microfinish hereby rejects Supplier’s offer and makes a counteroffer in the form of these Terms. Any reference to a Purchase Order shall include these Terms.

No Requirements/Output Contract.

Microfinish may buy the Product from other sources and reduce quantities of the Product acquired from Supplier irrespective of the course of dealing between the parties. The Purchase Order does not constitute a requirements or output contract unless specifically designated as such on the Purchase Order.

Microfinish Requirements.

Supplier shall comply with Microfinish’s quality specifications and requirements, as the same may be provided and modified by Microfinish from time to time (collectively, the “Microfinish Requirements”).

Notification.

Supplier shall notify Microfinish in advance of any material changes to products purchased by Microfinish. Material changes include: product ingredients, manufacturing processes and / or locations of manufacture.

Access.

Access to Supplier's Premises. Microfinish and its authorized representatives may, from time to time and on reasonable, advance notice, access Supplier's and/or Supplier's suppliers' premises during normal business hours to verify, validate, and monitor Supplier's performance or ability to perform pursuant to these Terms.

Customer Terms.

Supplier acknowledges that the Product utilized as an aid to provide service by Microfinish to an original equipment manufacturer or a tiered supplier (each, a "Customer"). Supplier shall do all things necessary to enable Microfinish to comply with:

- (a) the applicable terms of agreement between Microfinish and the Customer
- (b) all Customer requirements (the "Customer Terms") to include referenced specifications as flowed to Supplier by Microfinish. If there is a conflict between provisions in the Customer Terms and these Microfinish may designate, by written notice to Supplier, which provision controls.

Payment Payment Terms.

Supplier shall issue an invoice to Microfinish in accordance with Microfinish's requirements. Except as expressly stated on the Purchase Order, Microfinish shall pay all properly invoiced amounts due to Supplier within 45 days of Microfinish's receipt of such invoice, except for any amounts disputed by Microfinish in good faith.

Disputed Amount.

If an invoice dispute arises, Microfinish shall deliver a written statement to Supplier listing all disputed items and a reasonably detailed description of each. The parties shall seek to resolve such dispute expeditiously and in good faith. Supplier shall continue performing its obligations under the applicable Purchase Order notwithstanding any such dispute. All invoices in dispute shall be put on hold until such dispute has been resolved to the satisfaction of both parties.

Applicable Currency.

All payments due Supplier will be paid in United States Dollars unless otherwise designated on the Purchase Order.

Payment Processes and Procedures.

Supplier shall comply with all of Microfinish's payment requirements, processes, and procedures as may be designated by Microfinish from time to time, including, without limitation, any vendor payment set up, bank account information, and payment change request.

Set-Off; Recoupment.

Microfinish shall have the right to set off against or recoup from any payment or other obligation owed to Supplier, in whole or in part, any amounts due to Microfinish from Supplier or its affiliates or subsidiaries. Microfinish will provide Supplier with a statement describing any offset or recoupment taken.

Delay Notification.

If at any time Supplier has reason to believe that any Product will not be made in conformity with the applicable delivery schedule or deadline, Supplier shall immediately notify Microfinish, identifying the cause of the anticipated delay, and make commercially reasonable efforts to deliver the Product to Microfinish under existing conditions. A delivery is considered on time if received at Microfinish within five days prior to agreed ship date or two business days after.

Right to Acquire Substitute Product.

In the event of any delay, Microfinish shall have the right to acquire substitute or replacement Product from an alternate source and modify the Purchase Order accordingly.

Force Majeure.

Neither party shall be liable to the other for any delay or failure in performing its obligations under the applicable Purchase Order to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a "Force Majeure Event"); provided that written notice of such delay (including the anticipated duration thereof) is given to the other party within 10 days of the occurrence of such event. Force Majeure Events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, terrorism, invasion, hostilities, and riots. Supplier's economic hardship or changes in market conditions are not considered a Force Majeure Event. Supplier shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized, and resume performance under the Purchase Order. During the period of such delay or failure to perform by Supplier, the provisions of Section 10.2 shall apply.

Labor and Supply Problems Not Force Majeure.

Notwithstanding anything in this Section to the contrary, no delay or failure of Supplier to perform its obligations shall be excused if and to the extent that it is caused by (i) labor problems of Supplier, its subcontractors, or its suppliers or (ii) the inability of Supplier, its subcontractors, or its suppliers to obtain power, materials, labor, equipment, or transportation.

Inspection; Nonconforming Product.**Inspection.**

All Product will be received subject to Microfinish's acceptance or rejection. Microfinish has the right to inspect the Product within a reasonable period of time after the date of delivery and to inform Supplier of Microfinish's rejection of any nonconforming Product. Payment by Microfinish for the Product shall not constitute its acceptance thereof, nor shall such payment relieve Supplier's responsibility for any nonconforming Product. Microfinish may, at its option, inspect all or a sample of the Product, and reject all or any portion of the Product if it determines the Product is nonconforming or defective. Supplier shall provide Microfinish such information and product reasonably necessary to assist Microfinish with such inspection.

Rejected Product.

If Microfinish rejects any portion of the Product, Microfinish has the right, effective upon written notice to Supplier, to: (i) rescind the applicable Purchase Order in its entirety; (ii) accept the Product at a reasonably reduced price; or (iii) require replacement of the rejected Product. Microfinish shall issue a new Purchase Order for any replacement Product and revise or cancel the Purchase Order for the rejected Product. Supplier shall, at its expense, promptly replace the nonconforming Product and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Product and the delivery of replacement Product. If Supplier fails to timely deliver replacement Product, Microfinish may terminate the applicable Purchase Order for cause, purchase replacement goods from a third party, and charge Supplier for the cost thereof. In addition, upon Microfinish's request, Microfinish and Supplier shall negotiate in good faith to reasonably allocate the costs incurred as a result of the nonconforming Product. Any inspection or other action by Microfinish under this Section shall not reduce or otherwise affect Supplier's obligations under these Terms.

Remedial Work.

Notwithstanding the above, if Microfinish determines that it is necessary to repair any rejected items, which shall include, but not be limited to, performing such additional work (including the cost of any materials) as is necessary to make such rejected items fully conforming (the "Remedial Work"), then Microfinish may elect, at Supplier's cost and expense, to (i) perform the Remedial Work itself, (ii) have a third party perform the Remedial Work, or (iii) have Supplier perform the Remedial Work. The Supplier may *rework* nonconforming items (additional processing of items in order to make the item compliant with

material / product specification and/or drawing) processed for a Purchase Order. However, the Supplier shall not *repair* or use as-is nonconforming items without prior written authorization from Microfinish.

Warranty; Quality Assurance; Claims.

Product Warranties.

Supplier expressly warrants to Microfinish that each Product will, for the reasonable life of the Product, (i) be free from any defects in workmanship, material, and design; (ii) conform to the Microfinish Requirements and all applicable laws; (iii) be fit for its intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests, or other encumbrances; (vi) not infringe or misappropriate any third party's patent or other Intellectual Property rights. These warranties shall (a) extend to the future performance of the Product, (b) survive Supplier's delivery of the Product, Microfinish's receipt, inspection, acceptance, use, and payment for the Product, and the termination or expiration of these Terms, and (c) may not be limited or disclaimed by Supplier. Microfinish's approval of Supplier's designs, materials, processes, drawings, specifications, or similar requirements will not be construed to relieve Supplier of or limit any warranties. Any applicable statute of limitations on Microfinish's claims for breach of warranty begins no earlier than the date on which Microfinish discovers the breach.

Warranty Period.

The warranties in this Section shall extend as required by the Customer and Customer Terms as applicably flowed to Supplier by Microfinish.

Conformity with Quality Standards.

Supplier agrees that its warranties for quality include its express warranty that all the Product shall comply strictly and completely with all of the Microfinish Requirements related to quality and additional quality assurance procedures for the Product as separately prescribed by Microfinish, including without limitation, the Microfinish Supplier Quality Requirements, (collectively, the "Quality Standards"). Customer shall determine whether the Quality Standards are being met. Microfinish shall, in accordance with the Quality Standards, provide, maintain, and enforce all measures necessary to secure the quality of the Product and the manufacturing processes thereof, including, but not limited to, quality control standards, inspection standards, and specifications. When process control is the Supplier's responsibility, the Supplier shall not, without the prior approval of Microfinish, make any change to those processes once approved by Microfinish. Microfinish shall approve the change in writing prior to the implementation.

Packaging

Unless otherwise specified on a submitted drawing, specification, and/or the Purchase Order, the following requirements are mandatory:

- (a) Prior to packaging, material shall be clean (free from foreign matter). Critical functioning or close tolerance surfaces shall be cleaned to insure removal of corrosion, soil, grease, residues and fingerprints, perspiration or other acid and alkali residues.
- (b) Material not inherently resistant to corrosion shall be inhibited with a suitable medium.
- (c) Material shall be packaged to the extent necessary to provide protection from the hazards of transport, contamination and physical damage encountered in general handling, shelf storage, and issue.

Tooling

The Supplier is responsible for the protection, maintenance, and care (other than normal wear) of all tooling and equipment owned by Microfinish. Tooling or equipment shall be subject to surveillance inspection upon notice and shall be returned in an acceptable condition upon demand or notice.

Evidence of Supplier's Quality Assurance; Testing.

Upon Microfinish's request, Supplier shall deliver to Microfinish data, records, and other materials to evidence Supplier's testing, inspection, and analysis of field quality data as provided by Microfinish and such other quality assurance actions as will validate compliance with all Quality Standards. Microfinish may,

upon prior notice and during normal business hours, (i) inspect the Product including any work in process and (ii) conduct quality control measures and tests at Supplier's or any subcontractor's premises. Without cost to Microfinish, Supplier shall provide facilities and assistance for Microfinish's inspections, tests and measures. Microfinish shall not be liable for any reduction in value of samples used, nor shall any Product rejected be submitted to Microfinish. Supplier shall respond in writing to a request for corrective action made by Microfinish. Corrective action shall be extended to any lower tier Supplier as needed.

Certificate of Compliance

When notified by Microfinish, certification shall be required with each shipment. The certificate must contain an original, not reproduced, signature of a duly authorized Quality Assurance representative of the Supplier.

Supplier's Quality Management System

- (a) The services provided by the Supplier for a purchase order must be controlled by a documented quality management system that conforms to ISO9001 or AS9100, as appropriate, or:
- (b) The services provided by the Supplier for a purchase order must be controlled by a system deemed acceptable to Microfinish.

Calibration System

Measuring and testing equipment used in the performance of a purchase order shall be calibrated in accordance with ISO-IEC 17025.

Inspection Data

When notified by Microfinish, inspection measurement results of items on a Purchase Order shall be taken and included with each shipment. The Supplier shall assure that products failing to meet the requirements of the Purchase Order, drawing or other approved product description are not shipped to Microfinish. As a minimum, data shall include:

- (a) Part number and revision.
- (b) Microfinish Purchase Order number.
- (c) Supplier's acceptance procedure number (as applicable) and revision date.
- (d) Characteristic measured with measurement data.
- (e) Date of inspection completion.
- (f) Evidence of acceptance by Supplier's Quality Assurance.

First Article Inspection

When notified by Microfinish, a first article inspection shall be performed and a first article inspection report shall be submitted for the first production run. In addition, first article inspection shall be performed on current production runs affected by Microfinish or Customer design changes as applicable.

Foreign Object Debris (FOD) / Foreign Object Elimination (FOE)

A FOD/FOE program shall be in place. This shall be clearly identified in the Supplier process or inspection documentation.

Supplier Flow Down Requirements

The Supplier shall not outsource work from their facility to a subtier without written approval from the Microfinish Purchasing Representative unless otherwise specified in this Purchase Order. These Purchase Order Quality Requirements shall be flowed down to the sub tier.

Counterfeit Materials

The Supplier shall have a program in place for the detection and quarantine of counterfeit or suspect counterfeit materials/items as applicable.

International Traffic in Arms Regulations (ITAR)

As applicable when notified by Microfinish, the Supplier shall have a program in place that assures the requirements detailed in the Code of Federal Regulations, 22 CFR Part 120-130 are complied with.

Supplier Management of Microfinish Records

Supplier records shall be correctly indexed, legible and stored in a manner permitting easy access, retrieval and protection. Records shall be maintained in a manner that prevents damage or deterioration during the retention period. Retention period for product data for Microfinish products is a minimum of seven (7) years or as defined by contract. Suppliers shall have a documented system for records management and retention in accordance with their internal Quality Management System as well as any customer contractual flow down requirements. This shall include, but not be limited to, the following:

- (a) Records management and retention requirements definition in quality management system
- (b) Procedures, processes and systems used for records management and retention.
- (c) Supplier retention period for records retention.

Recall.

If Microfinish or a Customer issues, or a U.S. or foreign governmental agency (an "Agency") issues an order requiring Microfinish or the Customer to issue a recall, replace, repair, or make refunds with respect to the Product or of any goods that incorporate the Product (a "Recall"), Supplier shall fully cooperate and assist Microfinish with any such Recall. Microfinish and Supplier shall negotiate in good faith to reasonably allocate the costs of complying with or contesting any such Recall. Supplier shall indemnify and hold Microfinish harmless from all costs and expenses incurred as a result of the Recall to the extent attributable to Supplier. If an Agency initiates any inquiry or investigation relating to the Product, Supplier shall notify Microfinish immediately and take all steps necessary to resolve the matter without exposing Microfinish to additional liability or risk.

Indemnification.

Supplier shall defend, indemnify, and hold harmless the Microfinish Indemnitees from and against all Losses arising out of or occurring in connection with any party claims about: (i) a material breach or non-fulfillment of any representation, warranty, or covenant set forth in these Terms; (ii) Supplier's failure to materially comply with any applicable law; (iii) Supplier's gross negligence or willful misconduct in connection with Supplier's performance under these Terms, (iv) any bodily injury, death of any person, or damage to real or tangible personal property caused by the acts or omissions of Supplier, or (v) Supplier's Intellectual Property used in the design or production of the Product, or that is embodied in the Product, infringes any Intellectual Property rights of a third party. Supplier shall not enter into any settlement without Microfinish's or the Microfinish Indemnitees' prior written consent.

Advertising.

Without Microfinish's prior written consent, Supplier shall not use or permit use of (a) the name "Microfinish" or any similar word or trademark of Microfinish, (b) the Customer's name or any similar word or trademark, or (c) any reference to the Product in the description or marketing of any product produced by Supplier, nor shall Supplier advertise or publish that Supplier has contracted to furnish the Product pursuant to these Terms.

Duty and Tax.

Microfinish shall not be liable for any federal, state, provincial or local duties or taxes unless separately stated on a Purchase Order and billed to Microfinish as a separate item. No sales/use tax shall be added to the Price under these Terms when an exemption is indicated on the face of the appropriate Purchase Order. Supplier shall provide Microfinish with such documents as may be required to obtain any applicable benefits or credits relating to or arising from these Terms, including trade credits, export credits, or the refund of duties, taxes, or fees available to Microfinish. Supplier shall provide Microfinish all information requested by Microfinish to allow Microfinish to receive such benefits and credits, as well as fulfill any custom obligations, local content obligations, or other requirements.

Compliance with Applicable Laws.

Supplier shall comply with (and all the Product shall comply with) all applicable laws, regulations, and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations,

consents, and permits that it needs to carry out its obligations under each Purchase Order or these Terms. To the extent applicable, Supplier shall comply with all export and import laws of all countries involved in the sale of the Product under the Purchase Order. Supplier assumes all responsibility for shipments of the Product requiring any government import clearance.

Confidential Information.

Unless otherwise agreed to by the parties in writing, neither party may disclose to a third party any non-public, confidential, and proprietary information, including, but not limited to, specifications, samples, formulas, plans, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by one party to the other party, in oral, visual, written, electronic, or other tangible or intangible form, whether or not marked, designated, or identified as “confidential” (collectively, “Confidential Information”), other than as required for a party to fulfill its obligations under these Terms. Information will not be considered Confidential Information if it (i) is or becomes available in the public domain through no wrongful act of the receiving party; (ii) is already in the receiving party’s possession prior to the performance hereunder without an obligation of confidentiality; (iii) is rightfully disclosed to the receiving party by a third party without an obligation of confidentiality; (iv) is independently developed by the receiving party; or (v) is required to be disclosed pursuant to a final non-appealable court or regulatory order served on the receiving party, provided that the receiving party gives the disclosing party prompt notice of such order. This nondisclosure obligation shall survive the termination, expiration, or cancellation of these Terms.

Intellectual Property.

Definition- “Intellectual Property” shall mean for any party (i) any patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right of such party in information, documents, or property, and (ii) all sketches, drawings, designs, process sheets, test result data, and similar data that is proprietary to such party and which is used (directly or indirectly) or otherwise made available to the other party for or in connection with the manufacture, supply, or production of any Product. Intellectual Property shall be Confidential Information.

Microfinish Intellectual Property.

Microfinish does not transfer to Supplier any Intellectual Property of Microfinish other than the limited right to use such Intellectual Property of Microfinish strictly and solely in conjunction with Supplier’s manufacture, supply, or repair of any Product.

Supplier Intellectual Property.

Supplier does not transfer to Microfinish any Intellectual Property of Supplier other than the rights to use such Intellectual Property of Supplier in conjunction with the manufacture of the Product by Supplier.

Work for Hire.

Microfinish shall exclusively own all rights in ideas, inventions, works of authorship, strategies, plans, and data created in or resulting from Supplier’s performance under these Terms and each Purchase Order, including all Intellectual Property rights. All such Intellectual Property that is protectable by copyright will be considered work(s) made for hire for Microfinish (as the phrase “work(s) made for hire” is defined in the U.S. Copyright Act (17 U.S.C. § 101)) or Supplier will give Microfinish “first owner” status related to the work(s) under local copyright law where the work(s) was created. If by operation of law any such Intellectual Property is not owned in its entirety by Microfinish automatically upon creation, then Supplier agrees to transfer and assign to Microfinish, and hereby transfers and assigns to Microfinish, the entire right, title, and interest throughout the world to such Intellectual Property. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such Intellectual Property to Microfinish.

Infringement.

Supplier shall, at its expense, defend, indemnify, and hold Microfinish, its subsidiaries, affiliates, successors, assigns, directors, officers, employees, agents, and customers (“Microfinish Indemnitees”) harmless from and against any and all loss, injury, death, damage, liability, claim, deficiency, action,

judgment, interest, award, penalty, fine, cost, or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification under these Terms (collectively, "Losses") arising out of or occurring in connection with any claim that Microfinish's or any Microfinish Indemnitees' use or possession of the Product infringes or misappropriates the patent, copyright, trade secret, or other Intellectual Property right of any third party. In no event shall Supplier enter into any settlement without Microfinish's or the Microfinish Indemnitees prior written consent.

Independent Contractor Status.

The relationship of the parties is that of independent contractors. Nothing contained in these Terms or any Purchase Order shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Microfinish's Rules, Regulations, Policies and Procedures.

To the extent Supplier is on Microfinish's premises, Supplier shall comply with all rules, regulations, and policies of Microfinish that Microfinish provides to Supplier.

Suppliers agree not to engage in any conduct in violation of any state or federal statute, regulation or ordinance, conduct involving moral turpitude; conduct in violation of the company's policies; or any other conduct that is inconsistent with, embarrassing to or destructive to the company's identity.

Supplier shall comply with Microfinish's Code of Ethical Standards as posted at microfinishusa.com/documents.

Insurance.

Supplier shall, at its own expense, maintain and carry insurance in effect with financially sound and reputable insurers of the type and in such amounts as adequate for all risks in accordance with sound and prudent business practices including, without limitation, (a) workers' compensation and employers' liability, (b) general liability, which shall include contractual liability, (c) automobile liability, and (d) professional liability. Upon Microfinish's request, Supplier shall provide Microfinish with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in these Terms.

Term; Termination.

The term shall be as set forth on the Purchase Order, unless otherwise terminated in accordance with these Terms.

Microfinish's Right to Terminate for Convenience.

Microfinish may terminate a Purchase Order at any time and for any reason by giving written notice to Supplier. Termination will be effective as provided for in Microfinish's notice.

Microfinish's Right to Terminate for Cause.

Microfinish may terminate a Purchase Order, by providing written notice to Supplier, if any one of the following events occurs:

- (a) Supplier repudiates or threatens to repudiate any of its obligations under the Purchase Order;
- (b) Supplier is in breach of, or threatens to breach, any representation, warranty, or covenant of Supplier under the Purchase Order and either the breach cannot be cured or, if the breach can be cured, it is not cured by Supplier within a commercially reasonable period of time (in no case exceeding 30 days) after Supplier's receipt of written notice of the breach; or
- (c) Supplier (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Supplier's Right to Terminate for Cause.

Supplier may terminate the Purchase Order, by providing written notice to Microfinish, if any one of the following events occurs:

(a) If Microfinish is in breach of any representation, warranty, or covenant under the Purchase Order, and either the breach cannot be cured or, if the breach can be cured, it is not cured within a commercially reasonable period of time (in no case exceeding 30 days) after Microfinish's receipt of written notice of the breach; or

(b) Microfinish (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Effect of Expiration or Termination.

(a) Supplier's Obligations. Immediately upon termination, Supplier shall, unless otherwise directed by Microfinish

(b) promptly terminate all performance under the Purchase Order and

(c) deliver to Microfinish all finished Product completed.

Additional Obligations.

Upon the expiration or earlier termination of the Purchase Order, each party shall:

(a) Return to the other party all documents and tangible materials containing the other party's Confidential Information.

(b) Permanently erase all the other party's Confidential Information from its computer systems.

(c) Upon the other party's written request, certify in writing that it has complied with the requirements of this Section.

Miscellaneous

No Waiver.

No waiver by any party of any of the provisions of these Terms or a Purchase Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms or a Purchase Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Supremacy Clause.

In the event of an inconsistencies or ambiguities between these Terms and any Purchase Order, the Purchase Order shall control. Throughout these Terms, unless the context requires otherwise, reference to these Terms shall also include the Purchase Order.

Governing Law; Forum.

These Terms and the rights and obligations under these Terms shall be governed by the laws of the State of Ohio, without regard to its conflict of laws rules. Any legal suit, action, or proceeding arising out of or relating to these Terms shall be instituted in the federal courts of the United States of America or the courts of the State of Ohio in each case located in Montgomery County, Ohio, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms.

Assignment; Subcontracts.

Supplier shall not assign, transfer, subcontract, or delegate any of its rights or obligations under the Purchase Order without the prior written consent of Microfinish. Any purported assignment or delegation

in violation of this Section shall be null and void. No assignment or delegation shall relieve the Supplier of any of its obligations under these Terms. Microfinish may at any time assign, transfer, or subcontract any of its rights or obligations under the Purchase Order without Supplier's consent.

Notices.

All notices, requests, consents, claims, demands, waivers, and other communications required under these Terms shall be in English, in writing, and, if given to Microfinish, addressed to an Officer's ATTN at 865 Scholz Drive, Vandalia, OH 45377. All communications shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). A communication shall be effective only (a) upon receipt by the receiving party and (b) if the party giving the communication has complied with the requirements of this Section.

Further Assurances.

Upon Microfinish's reasonable request, Supplier shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to these Terms.

Remedies.

Each party acknowledges that any breach of these Terms will cause irreparable harm and injury to the other party for which money damages would be an inadequate remedy and that, in addition to remedies at law, each party is entitled to equitable relief as a remedy for any breach. Each party waives any claim or defense that the other party has an adequate remedy at law in any proceeding. Nothing in these Terms shall limit the equitable or available remedies at law.

Successors and Assigns.

These Terms are binding on and for the sole benefit of the parties and their respective successors and permitted assigns. Nothing in these Terms, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

Battle of the Forms Not Applicable.

The parties have agreed, and it is their intent that the battle of the forms Section of §2-207 of the Uniform Commercial Code shall not apply to these Terms or to any invoice or acceptance form of Supplier relating to these Terms. It is the parties' intent that these Terms shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Supplier and these Terms, these Terms shall control.

Entire Agreement.

These Terms, as updated from time to time on Microfinish's website, together with all applicable Purchase Orders constitute the entire agreement between the parties, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties as of the effective date. In the event of any inconsistencies or ambiguities between these Terms and any Purchase Order, unless otherwise agreed to by the parties in writing, the Purchase Order shall control.

Amendment.

Microfinish may modify these Terms from time to time by posting revised terms to Microfinish's website at (www.microfinishusa.com). The revised terms shall apply to all Purchase Orders issued on or after the effective date of such terms.

Survival.

Any provision of these Terms which by their nature extend beyond the expiration, termination, or cancellation of these Terms shall remain in full force and effect until fulfilled and/or performed.

English Language.

The parties acknowledge that it is their wish that these Terms and all documents, information, and reports to be delivered under or supplied in connection with these Terms shall be in the English language.

Severability.

If any Section of these Terms is invalid, illegal, or unenforceable, that Section is severed from these Terms and the remaining Sections in these Terms remain in effect.

Headings.

The headings in these Terms are for reference only and do not affect the interpretation of these Terms.