

**MPE International LLC**  
**Terms and Conditions of Sale**

1. **Controlling Provisions.** This document, together with the sales quotation or acknowledgement referencing this document (collectively, this "Contract") constitutes an offer by MPE International LLC ("Company") to provide the goods described in such sales quotation or acknowledgement (collectively, the "Products") to the party to whom such sales quotation or acknowledgement is addressed ("Buyer"). If this Contract is deemed an acceptance of a prior offer by Buyer, such acceptance is limited to the express terms contained herein. Buyer's acceptance of this Contract is limited to the terms contained in this Contract, and Company hereby objects to and rejects any additional, different or varying terms proposed by Buyer, unless Company expressly assents to such terms in writing. Such proposal of additional, different or varying terms by Buyer will not operate as a rejection of Company's offer, and Company's offer will be deemed accepted without such additional, different or varying terms. This Contract constitutes the final expression of the terms between Company and Buyer regarding the Products and is the complete statement of those terms. Any terms, conditions, negotiations or understandings not contained in this Contract will have no force or effect unless made in writing and signed by Company and Buyer.

2. **Acceptance.** Buyer will be deemed to have accepted this Contract upon the earliest of the following to occur: (a) Company's receipt of a copy of this Contract signed by Buyer; (b) Buyer's payment of any amounts due under this Contract; (c) Company's delivery of the Products; (d) failure by Buyer to notify Company otherwise within 10 days of its receipt of this Contract; or (e) any other event constituting acceptance under applicable law.

3. **Orders.** Buyer's order of any Products from Company shall be subject to the provisions of this Contract. Buyer's order must be made in a form acceptable to Company. Company reserves the right to reject any orders for any reason in its sole discretion. Company reserves the right to correct clerical or similar errors relating to price or any other term shown on any invoice.

4. **Changes, Cancellations and Returns.** Buyer may not change or cancel an order that has been accepted by Company, unless Company agrees in writing. Company reserves the right to change the price, terms of payment and shipment dates for any Products affected by any changes to any order which are requested by Buyer and approved by Company in writing. When Company consents to the cancellation of any order, Buyer shall be responsible for all expenses incurred by Company related to such cancelled order. Buyer may not return any Products to Company unless Company agrees in writing.

5. **Delivery.** Unless otherwise stated in this Contract, Company shall deliver the Products Ex Works (Incoterms 2010) Company's facility located in Apodaca, Mexico or Nueva León, Mexico (the "Delivery Point"). All risk of loss, damage or delay, and title to the Products shall pass from Company to Buyer upon delivery to the carrier at the Delivery Point. All quoted shipment and/or delivery dates and/or periods are approximate. Time for delivery shall not be of the essence. Delivery dates given by Company are based on prompt receipt of all necessary information regarding the order. Company's failure to meet any shipment or delivery date does not constitute a cause for cancellation and/or for damages of any kind. Buyer shall be responsible for picking up the Products at the Delivery Point and for transporting such Products to Buyer's intended destination. Claims for shortages or other errors must be made in writing to Company within five days after Buyer's receipt of the shipment, and failure to give such notice will constitute unqualified acceptance of such shipment and a waiver of all such claims by Buyer.

6. **Delivery Delays.** In the event of delay in delivery requested by Buyer or caused by Buyer's (a) failure to supply adequate instructions; (b) failure to arrange for pickup; (c) failure to supply or approve necessary data in a timely manner; (d) requested and approved changes; or (e) failure to provide documents required for Company to effect delivery, Company will store all Products at Buyer's risk and expense. Buyer shall pay all storage costs and expenses upon Company's demand.

7. **Prices; Taxes.** Prices for the Products shall be as stated in Company's sales quotation. All prices are stated, and shall be payable, in U.S. dollars. All quotations from Company for the Products will automatically expire 30 days from the date thereof unless the quotation or proposal states otherwise or is withdrawn by Company. Buyer shall pay or reimburse Company, on demand, for all taxes, fees and costs, including interest, imposed on, in connection with or measured by any transaction between Company and Buyer, in addition to the prices quoted or invoiced.

8. **Terms of Payment.** Terms of payment are: net 30 days from the invoice date.

9. **Limited Warranty; Damages Limitations.**

(a) Company warrants to Buyer that the Products sold to the Buyer will be manufactured in accordance with, and will conform to, the written specifications for such Products, as agreed in writing by Company and Buyer. The warranty period for this warranty shall be six months from the date such Products are delivered to the Delivery Point. This LIMITED WARRANTY SHALL NOT EXTEND to (i) defects caused by any specifications or designs supplied by Buyer; or (ii) parts or other materials provided by Buyer. There is NO WARRANTY in cases of repairs or alterations of Products not authorized by Company in writing, damage in transit, negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental and natural elements, failure to follow Company's instructions or improper installation, storage or maintenance. Company's

SOLE AND EXCLUSIVE obligation under this limited warranty (and Buyer's sole and exclusive remedy) will be, upon prompt written notice by Buyer during the Warranty Period of any breach, to either, at Company's option: (i) repair or replace without charge any defective Product; or (ii) credit to Buyer or refund the purchase price for such defective Product. This limited warranty covers only the replacement or repair of defective Products at Company's facility and does not include the cost of transportation of the Products to Company's facility. COMPANY MAKES NO WARRANTIES ON PRODUCTS THAT ARE NOT MANUFACTURED BY COMPANY. To the extent permissible, Company will assign to Buyer any warranty that the manufacturer may offer for such third party Products or parts, but Company does not guarantee that the manufacturer will comply with any of the terms of its warranty. Prior to using or permitting use of the Products, Buyer shall determine the suitability of the Products for the intended use and cause the Products to be installed correctly, if not installed by Company. Buyer assumes all risk and liability whatsoever in connection therewith. Buyer agrees that Company has no post-sale duty to warn Buyer or any other party about any matter.

(b) THE EXPRESS WARRANTIES IN SECTION 9(a) ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER EXPRESS AND IMPLIED WARRANTIES ARE HEREBY DISCLAIMED. Any oral or written description of the Products is for the sole purpose of identifying the Products and will not be construed as an express warranty. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, WHETHER FOR BREACH OF WARRANTY, FOR BREACH OR REPUTATION OF ANY OTHER TERM OF THIS CONTRACT, OR FOR LIABILITY BASED ON NEGLIGENCE OR ANY OTHER THEORY. COMPANY'S AGGREGATE LIABILITY WITH RESPECT TO THIS CONTRACT SHALL BE LIMITED TO THE AMOUNT OF MONEY PAID TO COMPANY BY BUYER FOR THE PRODUCTS. Any assistance Company provides to or procures for Buyer outside the limitations of this Section will not constitute a waiver of the limitations of this Section.

10. **Indemnification.** Buyer shall indemnify, defend and hold Company harmless from and against any and all liabilities, losses, fines, penalties, damages and expenses, including, without limitation, attorneys' fees ("Damages") incurred by or against Company which arise out of or result from any of the following: (a) any claim that any specifications furnished by Buyer infringe or constitute a misappropriation of any third party intellectual property rights; and/or (b) any claim for bodily injury, including death or disease, or for loss of damage to property which results from or is caused by the use of any device or other good which is manufactured or sold by Buyer and which incorporates or otherwise utilizes any Product sold hereunder.

12. **Intellectual Property.** Nothing in this Contract will be construed to give Buyer any rights in any trademark, copyright or other intellectual property of Company. Without limiting the foregoing, any product drawings furnished by Company to Buyer which are not based solely on specifications furnished by Buyer shall remain the property of Company and may not be shared by Buyer with any third party without the prior written consent of Company.

13. **Force Majeure.** Except with respect to payment obligations under this Contract, neither party will be responsible for any other default or damage where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, strike, lockout or other labor disturbance, delay by carriers, shortage of fuel, power, materials or supplies, operation of statutes, laws, rules or rulings of any court or government, demand for goods exceeding available supply or any other cause beyond the party's control. In the event of any delay in delivery, failure to fill orders or other default or damage caused by any of the foregoing, Company may, at its option and without liability, prorate its deliveries, cancel all or any portion of this Contract to the extent affected by the event of force majeure and/or extend any date upon which performance is due hereunder.

14. **Miscellaneous.** This Contract constitutes the entire agreement between the parties with respect to Buyer's purchase of the Products and supersedes all other agreements or communications, written or oral, which may be deemed to be inconsistent with it. This Contract may not be amended or altered except by a writing signed by Company. This Contract will be governed by and construed according to the laws of the State of Wisconsin. Neither this Contract nor sales hereunder will be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods. If any provision of this Contract is held to be invalid or unenforceable for any reason, the parties acknowledge and agree that such invalidity or unenforceability (a) will not affect any other provision of this Contract, (b) the remaining terms, covenants and conditions hereof will remain in full force and effect, and (c) any court of competent jurisdiction may so modify the objectionable provision as to make it valid and enforceable. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract will not be construed as a waiver or relinquishment of any right granted hereunder or the future performance of such term, covenant or condition. All of Company's remedies herein are cumulative and not exclusive of any other remedies available to Company at law, by contract or in equity.