

CLARK LEH, LLC (DBA JSG PRECISION)
("JSG PRECISION")
TERMS AND CONDITIONS OF PURCHASE

(1) **ACCEPTANCE OF TERMS AND CONDITIONS.** JSG Precision hereby orders from Seller those certain products ("Goods") specified on the Purchase Order ("Order") issued by JSG Precision, subject to and upon the express terms and conditions set forth herein ("Terms and Conditions"). This Purchase order is expressly limited to and made conditional upon the Terms and Conditions contained herein, and any of the Seller's terms in addition to or different from those contained herein, whether contained on an acknowledgment, invoice or other document sent to JSG Precision, are hereby objected to and shall be of no effect. DELIVERY OR SHIPMENT BY SELLER OF ANY GOODS ORDERED OR THE COMMENCEMENT OF ANY SERVICES SHALL CONSTITUTE AN IRREVOCABLE ACCEPTANCE OF AND AGREEMENT TO THESE TERMS AND CONDITIONS AND AN IRREVOCABLE WAIVER BY SELLER OF ALL TERMS AND CONDITIONS CONTAINED IN ANY ACCEPTANCE FORM OF ANY OTHER COMMUNICATIONS WHICH ARE INCONSISTENT WITH THE TERMS AND CONDITIONS SET FORTH ON THIS ORDER UNLESS SPECIFICALLY AGREED TO IN WRITING BY JSG PRECISION.

(2) **CONTRACT FORMATION.** JSG Precision shall not be bound by this Purchase Order until Seller executes and returns to JSG Precision the Acknowledgment copy of the order. Seller shall be bound by this order and its terms and conditions when it executes and returns the Acknowledgment or when it delivers to JSG Precision any of the items ordered or renders to JSG Precision any of the services ordered herein. This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the Seller are rejected unless expressly assented to in writing. No contract shall exist except as hereinabove provided.

(3) **PRICE.** All prices are firm and shall not be subject to change unless evidenced by a written amendment to this Order signed by both JSG Precision and Seller. JSG Precision shall not be liable for any price increases of any nature. JSG Precision shall be responsible for all costs associated with the delivery of the goods to the designated destination ("FOB Destination") unless otherwise specified. In the case of open orders, no goods shall be charged at a price higher than JSG Precision's last purchase of said goods from Seller unless Seller has provided written notice of such price increase to JSG Precision at least ten (10) days prior to shipment.

(4) **IMPORT DUTY AND TAXES.** The prices set forth on the face hereof and any prior quotes by Seller shall include any United States duties (regular or special), tariffs and taxes which are payable by JSG Precision will not be liable for any extra charges because of any additional or new import duties or because of a recalculation of the same.

(5) **DELIVERY AND MATERIALS.** Time of Delivery is of the utmost importance of this Order. Deliveries are to be made both in quantities and at a time which is specified on the reverse side hereof in schedules furnished hereunder (or otherwise) by JSG Precision. JSG Precision will have no liability for payment for material or items which are in excess of quantities specified in the schedules furnished to Seller hereunder, nor shall Seller manufacture the materials or items in advance of the schedules notwithstanding the quantities specified in any orders outstanding for the material or items, nor shall JSG Precision be liable for services which go beyond the face of this order. Goods delivered to JSG Precision in advance of the delivery date specified on the reverse side hereof may be returned to Seller at Seller's sole expense. In the event of any late delivery, JSG Precision may, at its option, cancel this purchase order, partially cancel this purchase order, vary delivery terms hereunder, or purchase substitute items or services elsewhere. Any losses sustained or costs incurred by JSG Precision by reason of late delivery of items or rendering of services shall be paid to JSG Precision by Seller. Any provisions herein

Terms and Conditions of Purchase
Clark Leh, LLC.

for delivery of goods or the rendering of services by installment shall not be construed as making the obligations of Seller severable.

(6) **PACKING, PRESERVATION AND MARKING.** Packing, preservation and marking of the Goods shall be in accordance with JSG Precision's instruction as specified in the Order, specifications, or other documents furnished by JSG Precision. All Items shall be packed by Seller in suitable containers to ensure the protection of the enclosed items. No additional charges shall be made by Seller for boxing, packaging or weighing unless otherwise provided for in this purchase order.

(7) **SEVERABILITY.** Where possible, each provision of this Order shall be interpreted in such manner as to be effective and valid, but if any provision of this Order shall be prohibited by applicable law, unenforceable in any jurisdiction or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition, unenforceability or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Order, or affecting the validity or enforceability of such provision in any jurisdiction.

(8) **WARRANTIES AND INDEMNIFICATION.** By accepting this order or by delivering to Jade-Sterling the items ordered, or by rendering for JSG Precision any of the services ordered herein, Seller hereby warrants that the goods and services to be furnished hereunder; (i) will be in full conformity with JSG Precision's specifications, drawing, samples and data or other description furnished or specified by JSG Precision; (ii) will be of the highest quality and free from any defects in materials and workmanship (including defects in design); (iii) will be merchantable; (iv) will be fit and sufficient for the use and purposes intended by JSG Precision; (v) will be free of all liens and encumbrances; (vi) will comply with all applicable laws, rules and governmental regulations; (vii) will not violate any contract, agreement or understanding to which Seller is a party or by which Seller is bound; and (viii) either alone or in combination with other material, will not infringe or contribute to the infringement of any patents, trademarks or copyrights in the United States or any foreign country or result in a violation of the laws relating to unfair competition or a claim arising thereunder. Seller agrees to indemnify and hold JSG Precision and its customers harmless from any and all liabilities, including all costs, losses, expenses and reasonable attorney's fees, which may be incurred by JSG Precision for damages or injuries arising out of any defect in material or design delivered or furnished hereunder or any breach of Seller's warranties. By accepting this order, Seller agrees to defend at Seller's own expense all suits, actions, or proceeding in which JSG Precision, any of JSG Precision's distributors, dealers, or customers, or any users of any of JSG Precision's products are made defendants, for actual or alleged infringement of any U.S. or foreign patents, trademarks or copyrights or for actual or alleged violation of the unfair competition laws or any claim arising thereunder resulting from the alleged violation of the unfair competition laws or any claim arising thereunder resulting from the use or sale of the goods purchased hereunder, either alone or in combination with other materials, and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against such defendants therein. Seller agrees that these warranties shall service acceptance of the items. Said warranties shall be construed as conditions as well as warranties, shall run to both JSG Precision and its customers, and shall be in addition to any warranties of additional scope given to JSG Precision by Seller.

(9) **RISK OF LOSSES.** Seller shall bear the full risk of loss of any goods purchased pursuant hereto until goods are delivered to and received by JSG Precision. Seller specifically bears the risk of loss of any goods delivered to a common carrier whether or not Seller is responsible to pay for transportation.

(10) **COMPLETE AGREEMENT.** This Agreement constitutes the entire and only agreement between the parties hereto and any representation, affirmation of fact and course of prior dealings, promise or condition, in connection therewith, if not incorporated herein, shall not be binding upon JSG

Precision. There has been no waiver, alteration or modification of any of the provisions hereof.

(11) TERMINATION. JSG Precision may, at any time, cancel all or any part of the work covered by this order, and terminate this purchase order in whole or in part, even though Seller is not then in default. Seller will, in accordance with notice of cancellation, terminate work under any orders or subcontracts outstanding, place no further orders or subcontracts and take all steps necessary to protect the material or property in Seller's possession in which JSG Precision has or may acquire an interest. In the event of cancellation, JSG Precision's obligation, if any, shall be limited to reasonable compensation for materials completed or services furnished in accordance with the terms of this order and not previously paid for. In no event will JSG Precision be responsible for materials which are in excess of quantities specified in the schedules furnished nor for items manufactured in advance of the schedules, notwithstanding the quantities specified in any orders outstanding for the materials, not for services which go beyond the face of this order. If, however, cancellation arises out of Seller's breach of any condition hereof; including breach of warranty, or by Seller's delay, Seller shall not be entitled to any claim for compensation, and JSG Precision shall have against Seller all remedies provided by law and equity.

(12) MERGER AND AMENDMENTS. This Purchase order and any contract formed between the parties shall include the terms and conditions set forth on the face and back hereof and is intended by the parties as the final expression of their agreement, merging all prior negotiations and agreements, whether written or oral. No agreement or understanding to modify this contract shall be binding upon JSG Precision unless in writing and signed by JSG Precision. All specifications, drawings and data submitted to Seller with this order are hereby incorporated herein and made a part hereof.

(13) INSPECTION. All materials or equipment purchased hereunder are subject to inspection and approval at JSG Precision's destination. JSG Precision reserves the right to reject and refuse acceptance of items which are not in accordance with JSG Precision's instructions, specifications, drawings or data or Seller's warranties. JSG Precision will charge Seller for the cost of inspecting merchandise rejected. Items not accepted will be held for Seller's instruction at Seller's risk and if Seller so directs, will be returned at Seller's expense. No goods returned hereunder shall be replaced without a new Purchase Order. Payment for any article hereunder shall not be deemed an acceptance thereof.

(14) REJECTION. If any of the Goods ordered hereunder are found at any time to be defective, or otherwise not in conformity with the requirements of this Order or any other specifications furnished by JSG Precision, JSG Precision may, in addition to its other legal rights, at its option: (i) reject and return in whole or in part such Goods at Seller's expense; and (ii) take such actions as may be required to cure all defects and/or bring the Goods into conformity with all requirements, at Seller's own expense.

(15) INSOLVENCY. JSG Precision shall have the unrestricted right to cancel this purchase order in the event of the happening of any of the following or any other comparable events, in which event JSG Precision shall have no liability for lost or anticipated profits of Seller; (i) Seller's insolvency or (commission of an act of bankruptcy); (ii) commencement of proceedings by, for or against Seller under any law relating to bankruptcy or the relief of debtors; (iii) the appointment of a receiver or trustee for Seller; (iv) the execution by Seller of an assignment for the benefit of the creditors; and (v) the determination by JSG Precision, in its sole judgment, that Seller's financial condition is such as to endanger its performance hereunder.

(16) NONDISCLOSURE. Seller warrants and agrees that all designs, constructions, arrangements, disclosures and devices shown or described in this order, and all drawings, specifications and documents forming a part thereof by reference or otherwise are the property of JSG Precision and are

Terms and Conditions of Purchase
Clark Leh, LLC.

submitted in confidence upon the understanding, agreement and warranty by Seller that such designs, constructions, arrangements, disclosures and devices shall not be utilized in whole or in part by Seller or on behalf of any other person, firm or corporation without the prior written consent of JSG Precision.

(17) RIGHT OF SETOFF. JSG Precision shall be entitled to set off, deduct, or recoup, upon written notice to Seller, any credit, claims, refunds or other payment to which JSG Precision is entitled under any purchase order, invoice, contract, or transaction between JSG Precision and Seller, against any amounts due or arising under this Order.

(18) NONASSIGNMENT. The terms and conditions contained herein have been issued in reliance upon Seller's reputation and good standing. Therefore, under no circumstances may Seller make any assignment of this contract or of its rights hereunder without the prior written consent of JSG Precision. Payment to Seller absent notice of assignment shall continue full and complete discharge of JSG Precision's payment obligations hereunder. Payment to an assignee of Seller's rights hereunder shall be subject to setoff or recoupment for any present or future claim or claims which JSG Precision may have against Seller. JSG Precision reserves the right to make direct settlements and/or adjustments in price with Seller under the terms of this order, notwithstanding any assignment of claims by Seller.

(19) NONWAIVER. Seller agrees that failure to enforce compliance with the terms hereof by JSG Precision shall constitute a waiver of JSG Precision's right to insist upon strict compliance with the terms of this order thereafter.

(20) GOVERNING LAW. This Purchase Order and any dispute which may arise from this Purchase Order, or any goods purchased hereunder shall be governed by the laws of the Commonwealth of Pennsylvania.

(21) CHOICE OF FORUM. Any litigation arising hereunder shall be brought only in a court of general jurisdiction located in Allegheny County, Pennsylvania.

(22) HEADINGS. The headings used herein are solely for the convenience of the parties and shall have no force or effect upon the interpretation of any provision hereof.