

STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS

1.0 Applicability.

These Terms and Conditions contained herein for the Sale of Goods by Master Solutions, Inc. ("MSI") ("Terms") and all documents attached hereto or referenced herein ("Exhibits"), including Purchase Order form(s), Quotation(s), and any amendments or change orders, if any, shall be incorporated together and constitute the contract ("Agreement") for the Sale of Goods by MSI to Buyer and shall supersede all prior contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both oral and written.

These Terms and Conditions of Sale are the only Terms which shall govern the sale of goods by MSI to Buyer. These Terms and Conditions shall prevail over, and expressly exclude, any of Buyer's Terms and Conditions regardless whether or when Buyer submits Terms and Conditions to MSI. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's Terms and Conditions and does not serve to modify or amend these Terms. The Agreement is effective and it is expressly conditional upon Buyer's assent to all Terms and Conditions in the MSI Agreement for the Sale of Goods. Acceptance of Goods shall be deemed conclusive evidence of Buyer's acceptance of these Conditions.

2.0 Definitions.

Acceptance Criteria. The Goods provided under this Agreement will be as set forth within the written and signed Quotation and/or Purchase Order(s). Each Quotation and/or Purchase Order will describe the Goods that MSI will furnish to Buyer.

Buyer. Buyer shall mean the entity to which Seller is providing Products, Goods or Services under the Agreement.

Conditions. Conditions means the Terms and Conditions of sale set out in this document (Agreement) and any special terms and conditions agreed in writing by Seller. Any variation to the Terms (including any special terms and conditions agreed between the parties, including without limitation as to discounts) shall be inapplicable unless agreed in writing by Seller.

Delivery Date. Delivery date is the date specified by Seller when Goods are to be delivered.

Goods. Any products, parts, materials, raw materials, supplies, equipment, information, Work Product, data, drawings, designs, specifications, reports and/or off the shelf software, and other Goods Seller has agreed to furnish or supply to Buyer.

Intellectual Property Rights. Intellectual Property Rights mean all patents, registered and unregistered designs, copyright, trademarks, know-how, and all other forms of intellectual property wherever in the world enforceable.

Quotation or Purchase Order. Quotation or Purchase Order shall mean MSI's Quotation or Purchase Order(s) issued to Buyer hereunder, including all basic purchase order information setting forth (a) list of goods to be purchased; (b) minimum specifications of Goods; (c) quantity of each of the Good ordered; (d) requested delivery date; (e) unit price for each of the Goods to be purchased; (f) billing address; and (g) delivery location of Goods. The Parties may, from time to time, amend the Quotation or Purchase Order to reflect any agreed revisions to any of the terms described in the foregoing clauses (a)-(f), provided, however, that no such revisions will modify this Agreement or be binding upon the Parties unless such revisions have been fully approved in a signed writing by authorized Representatives of both Parties.

Purchase Price. Purchase Price means the price stated in the Agreement for the sale of Goods, including adjustments, if any, in accordance with the Agreement.

Seller. Seller means MSI that is providing Goods or performing Services under the Agreement.

Services. Services shall mean the services MSI has agreed to perform for Buyer under the Agreement.

3.0 Description.

Any Description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on description when entering into the contract.

4.0 Ordering Procedures

(a) Quotation or Purchase Orders. By issuing an order for Goods to MSI, or by accepting a quote for Goods for sale by MSI, Buyer makes an offer to purchase such Goods, or Buyer makes an acceptance to purchase such Goods pursuant to this Agreement.

(b) Acceptance, Rejection and Cancellation of Purchase Orders. MSI has no obligation to accept any order, however, MSI may accept an order (whether submitted by Buyer or via acceptance of a bid or quote) by confirming the order in writing or by delivering the applicable Goods to Buyer, whichever occurs first (each accepted order, an "Order"). MSI may reject or cancel an Order, which it may do without liability or penalty, and without constituting a waiver of any of MSI's rights or remedies under this Agreement.

(c) Rush Orders. Any Order placed with less than five (5) business days' notice for delivery may incur a rush order fee which may be up to a fifteen percent (15%) additional charge over the prices stated for the Goods.

5.0 Pricing, Taxes and Duties, Terms of Payment.

(a) Buyer shall purchase Goods from MSI at prices and payment schedules set forth in the Quotation or Purchase Order, in U.S. Dollars, and shall be firm.

(b) All prices are exclusive of all sales, use and excise taxes, and other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer unless otherwise agreed in writing by the parties. Buyer shall be responsible for all such charges, costs and taxes; provided that Buyer shall not be responsible for any taxes imposed on, or with respect to, MSI's income, revenue, gross receipts, personnel or real or personal property or other assets.

(c) Unless otherwise set forth in the Quotation or Purchase Order, invoices are due and payable net thirty (30) days after the date of invoice by MSI. Billing disputes shall not be cause for non-performance under this Agreement.

(d) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse MSI for all costs incurred in collecting any late payments including, without limitation, attorney's fees. In addition, to all other remedies available under these Terms or at law (which MSI does not waive by the exercise of any rights hereunder), MSI shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for 10 (ten) days following written notice thereof.

(e) If payment of the price or any part thereof is not made by the due date, MSI shall also be entitled to: (1) require payment in advance of delivery in relation to any Goods not previously delivered; (2) refuse to make delivery of any undelivered Goods whether ordered under the Agreement or not and without incurring any liability whatsoever to the Buyer for non-delivery or any delay in delivery; (3) appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other Agreement) as MSI may think fit; and/or (4) terminate the Agreement.

(f) Buyer shall not withhold payment of any amounts due and payable by reason of any actual or alleged set-off or counterclaim or dispute with MSI for any reason whatsoever.

(g) Unless otherwise agreed to in writing, the Contract Price for Goods excludes shipping and handling charges, which are the obligation of Buyer and will be added to the invoice if pre-paid by MSI.

6.0 Adequate Assurances

(a) MSI reserves the right by written notice to cancel any Order or require full or partial payment or adequate assurance of performance from Buyer without liability to MSI in the event of: (i) Buyer's insolvency; (ii) Buyer's filing of a voluntary petition in bankruptcy; (iii) the appointment of a receiver or trustee for Buyer; or (iv) the execution by Buyer of an assignment for the benefit of creditors. MSI reserves the right to suspend its performance until payment or adequate assurance of performance is received and also reserves its right to cancel Buyer's credit at any time for any reason.

7.0 Shipping Terms

(a) MSI shall select the method of shipment and the carrier for the Goods.

(b) MSI may, in its sole discretion, without liability or penalty, make partial shipment of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or in partial fulfillment of Buyer's purchase order. Goods shipped shall be FOB "Shipping Point" at 20 Wolfs Bridge Road, Carlisle, PA 17013.

(c) Buyer agrees to use first-in-first out inventory practices with respect to Goods it purchases from MSI.

(d) If any Goods to be shipped to Buyer cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, MSI may ship the Goods to a storage facility, including storage at the place of manufacture or repair, or to an agreed upon freight forwarder. If MSI places Goods into storage, the following apply: (i) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred; (ii) any amounts otherwise payable to MSI upon shipment or delivery shall be due; (iii) a fee of two percent (2%) of the value of the Goods will be charged to Buyer; and (iv) when conditions permit and upon payment of all amounts due, MSI shall make the Goods and/or repaired equipment available to Buyer for delivery.

8.0 Delivery Terms

(a) Unless otherwise agreed in writing, delivery of all Goods shall take place at 20 Wolfs Bridge Road, Carlisle, PA 17013 ("Delivery Point"). The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. Delivery shall be made FOB the Delivery Point.

(b) The date of delivery specified by the Seller is an estimate only and are dependent upon a number of factors that may include, *inter alia*: (1) prompt receipt by Seller of all information necessary to proceed with the work without interruption; and (2) availability of finished Goods for production. Delivery times may be subject to change depending upon production schedule(s) at time of receipt of purchase order and related deposits. Time for delivery shall not be of the essence of the Agreement and while every effort will be made to comply with such dates compliance is not guaranteed and the Buyer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.

(c) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to MSI's notice that the Goods have been delivered at the Delivery Point or Shipping Point, or if MSI is unable to deliver the Goods at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses, or authorizations: (1) risk of loss to the Goods shall immediately pass to Buyer; (2) the Goods shall be deemed to have been delivered; (3) MSI, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

9.0 Cancellation of Orders.

Once Buyer has submitted a purchase order to MSI, or Buyer accepts a Quotation for Goods, Buyer may only cancel the purchase only with the written consent of MSI, which MSI may withhold in its sole discretion. Buyer shall remain liable for non-cancellable cost(s) and reasonable and proper cancellation charges (which shall not exceed the original purchase order cost). Buyer may return Goods only at Buyer's sole cost and only with the prior written consent of MSI.

10.0 Title and Risk of Loss.

(a) Title to Goods under any Order passes to buyer upon Buyer's payment in full for the Goods. Notwithstanding delivery and the passing of risk of Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until MSI has received in cash or cleared funds payment in full Price of the Goods and of all other Goods agreed to be sold by MSI to the Buyer for which payment is then due.

(b) Risk of loss or damage shall pass to the Buyer in the case of Goods to be delivered at MSI's premises (Delivery Point), at the time when MSI notifies the Buyer that the Goods are available for collection. For Goods to be shipped, title and risk of loss shall pass immediately to the Buyer upon delivery to the shipping carrier at the Shipping Point.

(c) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to MSI's notice that the Goods have been delivered at the Delivery Point, or if MSI is unable to deliver the Goods at another Delivery Point agreed upon in writing on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (1) risk of loss or damage to the Goods shall pass to the Buyer; (2) the Goods shall be deemed as having been delivered; and (3) MSI, at its sole option, may store the Goods until the Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses, including, without limitation, storage fees and costs of insurance.

11.0 Inspection and Acceptance of Goods.

(a) MSI is a distributor of Goods and the Buyer is exclusively responsible for detailing the specification of Goods and for ascertaining the use to which they will be put and for determining their ability to function for that purpose. The Buyer is required to inspect and test the Goods and shall do so within thirty (30) days of (1) tender of Goods to Buyer's or MSI's shipping carrier (Shipping Point), or (2) delivery of Goods at the Delivery Point, whichever occurs first ("Inspection Period"). Buyer shall inspect the Goods for conformity of specifications provided pursuant to a Quotation or written purchase order. Accordingly, Buyer will be deemed to have accepted Goods during the inspection period and no claim for defect, damage or quality will be entertained (without prejudice to the Seller's other rights pursuant to these Terms) unless written notice together with all supporting evidence is received by the Seller within the Inspection Period. After acceptance, the Buyer shall not be entitled to reject Goods which are not in accordance with the Agreement.

(b) "Nonconforming Goods" means any Goods received by Buyer from MSI pursuant to an Order that: (1) do not conform to the specifications identified on, or included with, Buyer's Purchase Order or Quotation; (2) products or Goods label or packaging incorrectly identifies its contents; (3) Goods that exceed (and then only to the extent the Goods exceed) the quantity of Goods ordered by Buyer pursuant to an Order.

(c) Acceptance of Goods shall occur when: (1) the Goods described in the Purchase Order(s) or Quotation meet the agreed upon Acceptance Criteria as established in the Purchase Order(s) or Quotation; or (2) Buyer fails to provide written notice and supporting evidence within the Inspection Period to MSI that the Goods provided are Nonconforming, damaged, or defective.

(d) If the Goods, in whole or in part, do not meet the Acceptance Criteria when they are offered by MSI for Buyer's acceptance, or the Goods/Services, in whole or in part, otherwise do not comply with the requirements of this Agreement, Buyer shall give MSI written notification of the deficiency or non-conformance within fourteen (14) days of delivery of the Goods/Services and set forth at a minimum: (1) the job Order Number; (2) the quantity of Nonconforming Goods; and (3) a detailed description of all defects and Nonconformities .

(e) Upon receipt of sufficient notice of Nonconforming Goods, MSI shall determine, in its sole reasonable discretion, whether the Goods are Nonconforming. If MSI determines the Goods are Nonconforming, MSI, in its sole discretion will: (1) replace such Nonconforming Goods with conforming Goods; or (2) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss and additional damage, the alleged Nonconforming Goods to such location as designated by MSI. If MSI exercises its option to replace Nonconforming Goods, MSI shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Point or Shipping Point.

(f) Buyer acknowledges and agrees that the remedies set forth in Section 11(e) are Buyer's exclusive remedy for the delivery of Nonconforming Goods. Except as provided under 11(e), all sales of Goods are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to MSI.

12.0 Warranty.

(a) Goods are sold on AS IS basis. All goods and products not manufactured by MSI, such as tires, components, batteries, parts, accessories, or any other goods manufactured by a third party ("Third-Party") are sold only with the warranties provided by the Third-Party manufacturer of goods and products, if any. Any warranty granted to MSI in respect of the Goods shall be passed on to the Buyer and the Buyer shall have no other remedy against MSI. All Goods are sold for commercial use only and are not intended for use by consumers. Accordingly, MSI disclaims all warranties to consumers, as defined by the Magnuson-Moss Act.

(b) Goods sold by MSI are subject to the then current standard limited liability warranties available for MSI Goods at the time of delivery (the "**Limited Warranty**"). MSI's complete **Limited Warranty** is incorporated herein as if more fully set forth at length and/or attached hereto. Additional copies are also available upon request.

(c) MSI represents and warrants that it shall furnish Goods in a professional and workmanlike manner, in accordance with generally established professional standards and practices for quality for such Goods, and that such Goods and services hereunder:

(1) shall (i) be new and high quality; (ii) be fit and capable of the proper intended use; (iii) be of high quality and free from defect or non-conformity in design, workmanship or materials; and (iv) strictly conform to the requirements of the Purchase Order(s) or Quotation; and

(2) are free of any liens, encumbrances, or claims.

(d) **DISCLAIMER OF OTHER WARRANTIES; NON-RELIANCE. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12(C), NEITHER MSI, NOR ANY PERSON ON MSI'S BEHALF, HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, TITLE, OR NON-INFRINGEMENT WHETHER ARISING BY LAW, OR OTHERWISE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. MSI PERSONNEL ARE NOT AUTHORIZED TO ALTER THIS DISCLAIMER OF WARRANTY AND BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY MSI, OR ANY OTHER PERSON ACTING ON MSI'S BEHALF.**

(e) MSI shall not be liable for breach of the Limited Warranty set forth in Section 12(c) unless Buyer: (1) gives written notice of the defect, reasonably described, to MSI within ten (10) days of the time when Buyer discovers or should have discovered the defect (but in any event before the expiration of the warranty period); (2) MSI is given a reasonable opportunity after receiving notice to examine such Goods and Buyer (if requested to do so by MSI) returns such Goods to MSI's place of business at MSI's cost for the examination to take place there; and (3) MSI reasonably verifies Buyer's claim that the Goods are defective.

(f) MSI shall not be liable for breach of the Limited Warranty set forth in Section 12(c) if Buyer: (1) makes any further use of such Goods after giving such notice to MSI; (2) the defect arises because Buyer failed to follow MSI's oral or written instructions as to the storage, installation, commissioning, use, or maintenance of the Goods; (3) Buyer alters or repairs such Goods without the prior written consent of MSI; (4) the Goods exceed their rated capacity; (5) Goods have been subjected to abuse, misuse, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by MSI; or (6) have been modified, reconstructed, repaired, or altered by anyone other than MSI.

(g) Buyer's Exclusive Remedy. Subject to Sections 12(e) and 12(f) above, with respect to any such Goods during the Limited Warranty period, MSI shall, in its sole discretion, either: (1) repair or replace such Goods (or the defective part); (2) furnish Buyer any materials, parts and instructions necessary to correct the Nonconformity; or (3) credit or refund the price of such Goods at the pro rata contract rate provided that, if MSI so requests, Buyer shall, at MSI's expense, return such Goods to MSI. Any repairs made by MSI pursuant to this Section shall be completed by MSI at MSI's principal place of business or at a repair facility approved by MSI in writing.

(h) **THE REMEDIES SET FORTH IN SECTION 12(g) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MSI'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 12(c).**

13.0 Limitation of Liability

(a) **IN NO EVENT SHALL MSI BE LIABLE TO BUYER OR ANY THIRD-PARTY FOR ANY LOSS OF USE, CONSEQUENTIAL, INDIRECT, DELAY, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTIONS, DIMINUTION IN VALUE, ARISING OUT OF OR RELATING IN ANY WAY TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT-INCLUDING NEGLIGENCE, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL MSI'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF, OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO MSI FOR THE GOODS SOLD HEREUNDER, OR, AS TO SERVICES, FOR THE AMOUNTS PAID TO MSI FOR SERVICES PERFORMED HEREUNDER.**

(c) The limitation of liability set forth in Section 13(b) above shall not apply to (1) liability arising from MSI's gross negligence or willful misconduct and (2) death or bodily injury resulting from MSI's acts or omissions. The limitations of liability set forth in Section 13(a), 13(b) and 13(c) are a material basis for the Parties' bargain and reflects the bargained-for allocation of risks between MSI and Buyer, without which MSI would not have agreed to provide the Goods or services at the price charged.

14.0 Communication and Change Orders.

- (a) Upon acceptance of a Quotation or Purchase Order, Buyer shall be obligated to purchase from MSI quantities of Goods as specified in such Quotation or Order.
- (b) Cancellation or modification of all or part of any Quotation or Purchase Order is subject to MSI's prior written consent in each instance.
- (c) all written communications regarding cancellation, change orders or modification shall be: (1) directed to the addresses set forth in the Purchase Order or Quotation; (2) refer to the Purchase Order number or Quotation; and (3) delivered in accordance with the Purchase Order or Quotation.
- (d) If Buyer requires a modifications to the Goods, the Parties shall negotiate an equitable adjustment in the form of a Change Order or amendment. Buyer shall not make any changes without MSI's prior written consent.
- (e) If cancellation or modification is allowed, Buyer agrees to pay to MSI all expenses incurred and damage sustained by MSI as a result of cancellation or modification.

15.0 Ownership of Deliverables and MSI Furnished Property

- (a) MSI Property. All tangible and intangible property, including, but not limited to tooling, computer software, documents, information, data, patterns, equipment, materials, or other property of any kind developed by MSI shall be and remain the personal property of MSI. MSI furnished property shall carry no guarantee or warranty, express or implied. Upon expiration or termination of this Agreement, completion of applicable Purchase Order, or request for removal or return by MSI in writing, Buyer shall prepare such property for shipment and shall deliver it as directed by MSI at Buyer's expense, or, shall dispose of MSI property as directed by MSI in writing. MSI reserves the right to abandon MSI property at no additional expense to MSI. These requirements and obligations will remain in effect so long as Buyer possesses MSI furnished property.
- (b) MSI shall have all right, title, and interest, including exclusive ownership of all worldwide patent, trademark and copyright rights to any deliverable, Goods, or materials developed and delivered by MSI during the performance of this Agreement.

16.0 Confidential Information.

- (a) All non-public confidential or proprietary information of MSI, including, without limitation, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by MSI to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with or related to this Agreement is Confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by MSI in writing. Upon MSI's request, Buyer shall promptly return all documents and other materials received from MSI. Upon MSI's request, Buyer shall promptly return all documents and other materials received by MSI. MSI shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (1) in the public domain; (2) known by Buyer at the time of disclosure; or (3) rightfully obtained by Buyer on a non-confidential basis from a third-party.
- (b) Nondisclosure. Both during and after the term of this Agreement, Buyer will treat as confidential all Confidential Information provided by MSI to Buyer. Confidential Information provided by MSI to Buyer shall only be used by Buyer in connection with the transactions involving or related to the Goods and Services to be provided by MSI pursuant to applicable Purchase Order(s) and in furtherance of this Agreement. Buyer shall not disclose Confidential Information to any third party (except an employee who as a need to know) without prior written consent of MSI.
- (c) It is not intended that Buyer will provide any Confidential Information to MSI. All information disclosed by Buyer shall be deemed non-confidential.

17.0 Intellectual Property.

- (a) "Intellectual Property Rights" means all industrial and other intellectual property rights comprising or relating to: (1) patents; (2) trademarks; (3) internet domain names, web addresses, web pages; (4) works of authorship, designs, and design registrations, wither or not copyrightable, including copyrights and copyrightable works, software, data, data files, record, and documentation; (5) trade secrets; and (6) all other industrial and intellectual property rights, and all rights interests, and protections that are associated with, equivalent or similar to any of the foregoing, however arising.
- (b) Buyer acknowledges and agrees that all intellectual property rights relating to the manufacturing of Goods are the sole and exclusive property of MSI or its third-party licensors, and Buyer shall not acquire any ownership interest in any of MSI's intellectual property rights under this Agreement. Any goodwill derived from the use by Buyer of MSI's intellectual property rights inures to the benefit of MSI, or its third-party licensors. Without limiting the foregoing, all tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, and documentation (including engineering specifications and test reports), ideas, inventions, discoveries, processes, methods, designs, know-how, strategies, techniques, formulas, models, instructions, specifications, technical information, computer programs including software (in source and object code forms), firmware relating to operating instructions and documentation, trademarks, service marks, and works of authorship of all kinds, including notes, reports, memoranda, writings, plans outlines, research, data, figures, descriptions, drawings, diagrams, charts, sketches, patterns, compilations, lists, surveys, interview guides, and recordings in any form or medium and whether or not patentable or copyrightable used by MSI in connection with its manufacture and sale of the Goods, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto are owned by MSI ("MSI Tooling") and Buyer has no right, title, or interest in or to any of the MSI Tooling.
- (c) Buyer shall not: (1) take any action that may interfere with any of MSI's rights in or to MSI's Intellectual Property Right; (2) challenge any right, title, or interest of MSI's in or to MSI's Intellectual Property Rights; (3) make any claim or take any action adverse to MSI's ownership of MSI's Intellectual Property Rights; or (4) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Goods.

18.0 Indemnification.

(a) Buyer shall defend, indemnify, and hold harmless MSI, its subsidiaries, parent company, affiliates, representatives, successors, assigns, directors, officers, employees, attorneys, and agents (collectively "Indemnified Parties"), from and against all claims, suits, cause of actions, legal actions, settlement, judgments, liabilities, penalties, fines, losses, liabilities, liens, damages, assessments, costs, expenses, demands, complaints or actions including, without limitation, court costs, other costs of legal defense, costs or expenses of any kind, including reasonable attorney's fees (collectively "Losses") whether direct or indirect, concerning: (1) death, personal injury, or property damage arising or resulting from Buyer or its agents, workmen, or representative's negligence or willful misconduct, misuse, or improper use relating in any way to the Goods furnished hereunder; (2) a challenge to MSI's title to the Goods/Services; (3) unauthorized use or disclosure or Confidential Information whether in accordance with or in breach of this Agreement; (4) any acts or omissions of Buyer or any of its directors, officers, employees or agents, including, but not limited to negligence, lack of conformity to the applicable industry standards or practices or any tortious conduct or willful misconduct; (5) use of Goods in combination with any products, materials, or equipment supplied to Buyer by a person other than MSI; (6) goods, products or assemblies manufactured or designed by Buyer; and/or (7) Buyer's marketing, advertising, promotion or sale of any product containing the Goods.

19.0 Termination

(a) In addition to any remedies that may be provided under this Agreement, MSI may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (1) fails to pay any amount when due under this Agreement and such failure to pay continues for ten (10) days after Notice of non-payment has been sent to Buyer; (2) has not otherwise performed or complied with any Terms within this Agreement, in whole or in part; or (3) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings related to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

(b) MSI may terminate this Agreement, including any Quotation, Purchase Order, or Work Schedule immediately upon written notice to Buyer if Buyer sells, assigns, delegates or transfers any of its rights or obligations under this Agreement without first having obtained the written consent of MSI. MSI may also terminate this Agreement, including any Quotation, Purchase Order, or Work Schedule immediately upon written notice to Buyer if there is a change of control of Buyer. For purposes of this Agreement, a change of control of Buyer means a sale through one or more transactions of substantially all assets of Buyer or the sale through one or more transactions of more than fifty (50%) of the voting stock of Buyer.

(c) Any termination under this Agreement automatically operates as a cancellation of any deliveries of Goods to Buyer that are scheduled to be made subsequent to the effective date of termination, whether or not any orders for such Goods had been accepted by MSI. With respect to any Goods that are still in transit upon termination of this Agreement, MSI, in its sole discretion, may require that all sales and deliveries of such Goods be made on either a cash-only or certified-check basis. MSI may terminate this Agreement for its convenience and without cause by providing Buyer written notice sixty (60) days in advance of termination.

(d) No termination of this Agreement shall relieve Buyer from its obligation to pay any undisputed monies accrued, due, or payable up to the date of such termination. MSI shall retain any and every vested right that exists on the effective date of termination.

20.0 Force Majeure

MSI shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of MSI including, without limitation, acts of God, flood, fire, earthquake, explosion, accidents, governmental actions, war (whether war is declared or not), invasion, hostilities, terrorist threats or acts, riots, or other civil unrest, national emergency, revolution, insurrection, epidemic or pandemic, breakdown of plant or machinery, lockouts, strikes or other labor disputes, (whether or not relating to either Party's workforce), or restraints or delays affecting carriers, or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, shortage or unavailability of raw materials from a natural source of supply, or any other unforeseen condition beyond the control of MSI. Where delays or failures are caused by labor difficulties, MSI will not be obligated to seek or obtain any settlement that, in MSI's sole judgment, is not in MSI's best interest. In the event of a Force Majeure event, if a delay persists for such time as MSI considers unreasonable, MSI may without liability on its part, terminate the Agreement or any part of it. If the event in question continues for ninety (90) continuous and consecutive days, Buyer shall be entitled to give notice in writing to MSI to terminate the Agreement.

21.0 Compliance with Laws

(a) MSI shall take reasonable steps to ensure the Goods are in conformity with applicable laws and regulations, however, Buyer acknowledges that Goods may be used in various jurisdictions for various applications subject to disparate regulations, and, therefore, MSI cannot warrant compliance with all applicable laws and regulations. MSI disclaims any representation or warranty that the Goods conform to federal, state, or local laws, regulations, ordinances, codes or standards, excepts as expressly set forth by MSI in writing. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

(b) Buyer shall comply with all applicable laws, regulations, and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of Goods under this Agreement or any resale of the Goods by Buyer. Buyer assumes all responsibility for shipments of Goods requiring any government import clearance.

22.0 Governing Law

(a) All matters arising out of or relating in any way to this Agreement shall be governed and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

(b) The validity, interpretation, construction and performance of this Agreement shall be governed and construed by the laws of the Commonwealth of Pennsylvania applicable to contracts and without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

23.0 Submission to Jurisdiction

Any legal suit, action, or proceeding arising out of or related in any way to this Agreement shall be instituted in the United States District Court for the Middle District of Pennsylvania, or the courts of the Commonwealth of Pennsylvania located in the City of Carlisle and Cumberland County, and each party irrevocably consents and submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

24.0 Right to Manufacture and Sell Competitive Goods

This Agreement does not limit MSI's right to manufacture or sell, or provide services of Goods, or preclude MSI from manufacturing or selling Goods or providing services, to any person or entity, or entering into any Agreement with any other person or entity related to the manufacture or sale of the Goods, or services provided, and other Goods or products that are similar to or competitive with the Goods.

25.0 General Terms and Conditions.

25.1 Notices. Any notice required or permitted by this Agreement, including requests, consents, claims, demands, shall be (a) in writing, (b) addressed to the principal office or principal place of business of the Party, and (b) delivered by one of the following means; (i) by personal delivery; (ii) by pre-paid, overnight package delivery or courier service; (iii) e-mail or fax (upon customary confirmation of receipt); or (iv) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. Notice shall be deemed given on the day of delivery or the day of refusal of delivery.

25.2 Headings. The title, headings, and subheadings in this Agreement are included solely for convenience of reference and will not be considered part of, nor affect the interpretation of this Agreement.

25.3 Trademarks. Buyer warrants that it shall not use any trademarks or tradenames of MSI during the term or after termination of this Agreement.

25.4 Successors and Assigns. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of MSI. This Agreement and Buyer's obligations thereto shall be binding on Buyer's representatives, agents, permitted successors and permitted assigns

25.5 Severability. If one or more provisions of this Agreement are held invalid or unenforceable by a court of competent jurisdiction pursuant to applicable law, such provision(s) will be deemed separate, distinct and independent, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

25.6 Modification. No amendment, modification or extension of this Agreement or any Purchase Order or Work Order shall be made except by express written consent of an authorized representative of MSI and Buyer.

25.7 Other Terms and Amendments. The terms and conditions contained in any sales order, acknowledgement, invoice, website, letter, writing, software of file (such as "clickwrap," "shrinkwrap," or website terms of use) or other document or medium shall not be applicable nor amend this Agreement, Purchase Order or Work Order nor bind the Parties or their Affiliates or Representatives.

25.8 Buyer's Own Risk. Any advice, recommendation or representation given by MSI or its employees or agents to the Buyer or its employees or agents as to the storage, application, or use of the Goods which is not confirmed in writing by the Seller that is followed or acted upon is entirely at Buyer's own risk, and, accordingly, the MSI shall not be liable for any such advice, recommendation or representation that is not confirmed in writing by MSI.

25.9 Non-Waiver and Non-Exclusive Remedy. No waiver by MSI of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by MSI. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies of the MSI herein shall not be exclusive and are in addition to any other rights and remedies provided by Applicable Law or in equity.

25.10 Binding Agreement. Buyer acknowledges that it and/or its legal counsel fully understand this Agreement even though it is in the English language and the English language may not be familiar to them. Buyer acknowledges that it has had an opportunity to have this Agreement translated into a more familiar language. Buyer acknowledges that it and/or its counsel have had an opportunity to review this Agreement and that it and/or its counsel are fully aware of the contents of this Agreement and the legal effect of this Agreement.

25.11 Sole Agreement. The Agreement sets forth the complete, exclusive and final statement and understanding of Agreement between the Parties as to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, proposals, representations, negotiations and discussions, whether written or oral, between the Parties regarding such subject matter.

25.12 Survival Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement, including, but not limited to the following provisions: Insurance; Compliance with Laws; Confidential Information; Intellectual Property; Governing Law; Submission to Jurisdiction, and Survival.

25.12 Exhibits. The Exhibits referenced in this Agreement are an integral part of this Agreement and are hereby incorporated by reference.

25.13 Third-Party Beneficiaries This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

25.14 Relationship of the Parties. Buyer, its Affiliates and Representatives are independent contractors of MSI. Nothing herein shall be construed as creating any other relationship between the Parties, and neither party shall have authority to contract for or bind the other Party in any manner whatsoever.