

TERMS AND CONDITIONS

These Terms and Conditions shall be the sole terms and conditions governing the sale of Products by CSE Corporation (“**Seller**”) selling Products to a purchaser (“**Buyer**”). The identity of the Buyer, the identity of the Products being purchased (the “**Products**”), the quantity of the Products being purchased, the destination for delivery of the Products, and other material information concerning Buyer’s order shall be set forth in Buyer’s purchase order (the “**Purchase Order**”) and provided to Seller. These Terms and Conditions are hereby incorporated into and made a part of each such Purchase Order and are accepted by Buyer as a result of the purchase transaction.

All orders are subject to approval and acceptance by Seller. Upon Seller’s written acceptance of the Purchase Order or acceptance by Customer of Products furnished by Seller in response to such Purchase Order, whichever occurs earlier, then these Terms and Conditions, Seller’s Limited Warranty and the Purchase Order shall be the complete and final agreement (the “**Agreement**”) between Seller and Buyer with respect to the purchase and sale of Products identified in the Purchase Order; provided, however, that any pre-printed or form language appearing in Buyer’s Purchase Order is explicitly rejected by Seller and shall not become a part of the Agreement.

SELLER’S ACCEPTANCE OF ANY BUYER PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL UPON BUYER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS, IS A CONDITION PRECEDENT TO BUYER’S ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND SELLER OBJECTS TO AND EXPRESSLY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER IN BUYER’S PURCHASE ORDER OR OTHERWISE. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS IF SELLER FAILS TO OBJECT TO PROVISIONS CONTAINED IN BUYER’S PURCHASE ORDER, OTHER FORMS OR OTHERWISE. BUYER AGREES, WITHOUT REGARD TO ANY “KNOCKOUT” OR “FALLOUT” RULES, THAT THESE TERMS AND CONDITIONS ARE THE ONLY TERMS AND CONDITIONS APPLICABLE TO THE PRODUCTS. THE BUYER’S ACCEPTANCE OF THE PRODUCTS WILL CONSTITUTE AGREEMENT TO THESE TERMS AND CONDITIONS.

Seller’s standard Limited Warranty and remedies shall accompany the Products being purchased by Buyer and are incorporated into these Terms and Conditions as if fully set forth herein below. If Buyer does not find this warranty to be acceptable, Buyer shall have fifteen (15) days from the date of delivery to return any unused and undamaged Product to Seller. After the expiration of this fifteen (15) day period, or any use or damage to the product before the expiration of this period, Buyer shall be deemed to have irrevocably accepted the terms set forth in the Limited Warranty.

PRICE AND PAYMENT. Prices are subject to change by Seller without notice and are not guaranteed against change. Any increases in labor, freight and material costs before completion of contract plus applicable overhead may be invoiced to Buyer. Premium time as required by Buyer will be invoiced as an extra item. Seller’s stated payment terms are Net 30 days from the date of invoice, unless otherwise approved by an authorized representative of Seller in writing. Buyer’s unsatisfactory credit status, as determined in the Seller’s sole discretion, shall be cause for the cessation of deliveries.

DELIVERY OR PERFORMANCE. Unless otherwise specified on the face hereof, all deliveries are FOB point of shipment. Shipment will be made in accordance with Seller’s instructions. Upon delivery of Products to carrier, Buyer assumes risk of all loss and damage resulting from any cause whatsoever. Shipping, delivery or performance dates are approximate and are not guaranteed. In no event is Seller subject to any charges, penalties, liquidated damages, back charges, or liability of any kind for delayed delivery. Seller may ship and invoice for a quantity of up to ten percent (10%) over or under the quantity specified and Buyer agrees to accept and pay for such quantity and Seller’s performance shall be deemed complete. Partial deliveries shall be accepted and paid for by Buyer at contract prices and terms.

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

LIMITATION OF SELLER’S LIABILITY. Seller’s liability on any claim of any kind, including negligence, with respect to the Products or services covered hereunder, shall in no case exceed the price of the Products or services or part thereof which gives rise to the claim. **IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR DAMAGES IN THE NATURE OF PENALTIES OR ATTORNEYS’ FEES.**

LIMITATION OF ACTIONS/STATUTE OF LIMITATIONS. Any action for any loss or damage with respect to the Products or services covered hereunder must be commenced by Buyer within one year after Buyer’s cause of action has accrued.

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

CANCELLATION BY BUYER. Buyer may cancel a Purchase Order accepted by Seller only upon written notice to Seller and payment of reasonable cancellation charges including (1) the price of Products and services completed prior to Seller’s receipt of such notice; (2) all costs previously incurred in connection with uncompleted Products or services together with reasonable profit thereon; and (3) the expenses incurred by Seller by reason of such cancellation.

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

ADVICE AND ASSISTANCE. Upon request, Seller in its discretion may furnish as an accommodation to Buyer technical advice or assistance regarding the Products or services. Seller assumes no obligation or liability for the advice or assistance given or results obtained, which shall be at Buyer’s sole risk.

BUYER’S MATERIALS. All of Buyer’s tooling, Products and other property in Seller’s possession shall be fully insured by Buyer and Buyer releases Seller from all liability for loss or damage to such materials caused by Seller’s negligence or otherwise. At any time after one year since completion of any order requiring the use of such materials, Seller may use or dispose of such materials without liability to Buyer.

SELLER’S PROPRIETARY RIGHTS. All drawings, inventions, or improvements made by or for Seller in connection with the performance of this contract shall be Seller’s property. Buyer shall not use or disclose any of Seller’s trade secrets or confidential information, whether or not designated as such, except as required in connection with the use of the Products or services covered hereunder. By accepting delivery of the Products, Buyer acknowledges and agrees that the Products provided by Seller embody confidential trade secret information, including proprietary processes and compositions. In the event that test unit samples of Product are provided to Buyer for evaluation and analysis prior to purchase, Buyer acknowledges and agrees that the Products are provided to Buyer for the sole purpose of evaluation and analysis by Buyer and that the Products, as well as any information, test results, photographs or documents describing or characterizing the Products or features of the Products obtained through Buyer’s evaluation and/or analysis are Seller’s confidential trade secret information. Buyer agrees that Seller’s confidential trade secret information will be maintained in confidence and Buyer will not disclose to a third party any of Seller’s confidential trade secret information obtained through reverse engineering, modification of the Products, destruction and/or reconstruction of the Products, or any other evaluation activities. The obligation of confidentiality will not apply to information which was known to Buyer prior to receiving the Products from Seller; information which is in the public domain or subsequently comes into the public domain and becomes generally known through no fault of Buyer; or information which is disclosed to Buyer by a third party having no obligation of confidentiality to Seller.

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

MISCELLANEOUS. These Terms and Conditions constitute the entire agreement between Buyer and Seller relating to the Products or services covered hereunder. No modifications shall be binding upon the Seller unless in writing signed by Seller’s duly authorized representative. No waiver by Seller of default by Buyer shall be deemed a waiver of any subsequent default. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, excluding its laws related to choice or conflicts of law. Any and all disputes between the parties that may arise pursuant to this order and Agreement shall be heard and determined before an appropriate federal or state court located in Pittsburgh, Pennsylvania. The Buyer hereto acknowledges that such court has the jurisdiction to interpret and enforce the provisions herein and the Buyer waives any and all objections that they may have as to personal jurisdiction or venue in any of the above courts. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply to the sale of Seller’s products. These Terms and Conditions will survive the fulfillment of any purchase order. Captions used herein shall have no substantive significance.