

ADKEV, INC.
GENERAL TERMS AND CONDITIONS

THESE GENERAL TERMS AND CONDITIONS CONSTITUTE AN OFFER TO SELL PRODUCTS BY ADKEV TO BUYER, CONDITIONED AS SET FORTH BELOW:

1. Definitions. The following definitions apply to this offer and to any subsequent Agreement:

1.1. Adkev: Adkev, Inc. or its affiliate or subsidiary, as a particular case may be.

1.2. Agreement: The contract between Adkev and Buyer for the purchase of Products, which will be comprised only of: (i) these Terms and Conditions, (ii) the price and quantity terms taken from a Buyer's particular Order which is subject to acceptance by Adkev and adjustment as provided in the these Terms and Conditions, and (iii) such other conditions to the supply of Products as provided in any Adkev quote or other Adkev-prepared document transmitted to Buyer. A separate Agreement shall exist for each of Buyer's Orders of Products. Absent express, written agreement between the Parties, no Agreement shall include terms and conditions other than these Terms and Conditions, including, without limitation, those that may be made part of Buyer's Order or supplied by manifestations of the Uniform Commercial Code.

1.3. Buyer: The person or entity purchasing Products.

1.4. Order: The price and quantity terms contained in Buyer's purchase order or other of Buyer's documents which separately or collectively request a supply of Products by Adkev, excluding any terms and conditions in Buyer's forms.

1.5. Party: Buyer or Adkev. Buyer and Adkev are collectively defined as the "Parties."

1.6. Products: Parts offered for sale by Adkev and supplied to Buyer under the terms of the Agreement.

1.7. Terms and Conditions: These General Terms and Conditions of Sale.

2. Order of Precedence. If a long-term supply or other similar agreement has been signed by the Parties and remains in force according to its terms, then such agreement shall bind the Parties and neither these Terms and Conditions nor additional or different terms and conditions supplied by Buyer shall be operative. In all other cases, these Terms and Conditions take precedence over and supersede any additional or different terms contained in any document, communication, or electronic transmission or requirement of Buyer and over any terms that may otherwise be supplied by operation of law, and Adkev objects to any such additional or different terms. Acceptance by Buyer of the Products or any portion thereof shall constitute Buyer's acceptance of Adkev offer and the formation of the Agreement in the manner set forth in these Terms and Conditions. Neither Adkev's commencement of performance nor delivery of Products shall be deemed an acceptance by Adkev of Buyer's additional or different terms and conditions. Adkev's acceptance of any Order is expressly conditioned on Buyer's assent to only those provisions contained in these Terms and Conditions, and such Buyer assent shall be deemed to have been provided when Buyer places an Order and regardless of whether such Order contains terms and conditions different than or in addition to those contained in these Terms and Conditions.

3. **Price.** All prices for Products as quoted or otherwise accepted by Adkev are agreed by the Parties to be subject to the following:

3.1. **Transportation.** Unless otherwise established in writing between the parties, prices are net prices Free Carrier ("FCA" Incoterms 2010) the producing Adkev plant or such other shipping point as designated by Adkev. Buyer shall bear all costs and expenses of loading the Products onto Buyer's carrier, transportation, and insurance associated with the shipment, transit, and delivery of Products to Buyer's designated facility or destination.

3.2. **Taxes; Duties.** Prices are net of sales, VAT, and other taxes imposed on the Products, and Buyer shall pay all such taxes together with any duties and fees required for delivery of the Products. If Adkev is required by law to pay such taxes, duties or fees, then Adkev will invoice Buyer for same and Buyer shall pay such invoice within thirty (30) days.

3.3. **Price Adjustments.** All prices quoted by Adkev, or contained in an Order expressly accepted by Adkev, shall be subject to the following ongoing adjustments:

A. **Raw Material Adjustments.** If the cost of any raw material available to Adkev from its normal supplier(s) has increased or decreased following the time at which Adkev has provided Buyer a quoted price for Product hereunder, or if Adkev is unable to obtain raw materials in sufficient quantity from its normal supplier(s) to fulfill the Buyer's Product orders and the cost of available substitute raw material is greater or less than that cost which formed the basis of Adkev's quote to Buyer, then Adkev may at Adkev's option pass through such increase or decrease in raw material cost to Buyer and Buyer shall pay any invoiced increase. Adkev's calculations with respect to such raw material costs shall be determinative absent manifest error. Adkev's failure to pass through any raw material cost increases or decreases shall not constitute Adkev's waiver of the right to invoice and collect for raw material cost increases, either in such instance or in regards to any future instance.

B. **Volume Adjustments.** If either (i) total anticipated volumes for Products have or are reasonably expected to materially decline from those volumes assumed by Adkev when it offered to supply the Products, or (ii) anticipated volumes are substantially delayed beyond the ordering schedule anticipated by Adkev, then Adkev may at Adkev's option adjust prices for the affected Products on thirty (30) days prior written notice to Buyer and, if the price adjustment is not accepted by Buyer within such thirty (30) day period, Adkev may at its election be relieved of any additional performance, cost and obligation under the Agreement.

C. **Assembly Changes.** If Buyer changes the design or specification related to a Product and such change requires a different or altered mold or a change in the process to produce the Product, then Adkev will invoice Buyer for Adkev's actual time and/or material cost incurred in connection with the same, and Buyer will pay such invoice in accordance with Section 9.2.

D. **Consistent Pricing.** Adkev shall offer to Buyer prices that are no less favorable than those offered to other of Adkev's customers, provided that: i) Buyer has accepted the Terms and Conditions without any prior effort or claim that the Terms and Conditions

have been altered, superseded, or rejected; and ii) the same Product in similar quantities has been purchased within the prior three (3) months by another of Adkev's customers.

3.4. **No Discounts, Rebates.** Prices offered by Adkev are subject only to those adjustments set forth herein. Absent a separate agreement signed by the Parties which specifically relates to such matters, prices will not be a) reduced through manufacturing process improvement savings, or b) subject to other rebates or discounts.

3.5. **Confidentiality.** The terms of any Buyer Order and any pricing information exchanged between the Parties in connection with any Order shall remain confidential. Neither Adkev nor Buyer shall disclose such information to any third party without the prior written consent of the other Party.

4. **Claims for Damage in Transit.** Adkev assumes the risk of loss for Products until such Products are tendered to Buyer or Buyer's carrier; thereafter, all risk of loss of or damage to Products shifts to and is assumed by Buyer. Once so tendered by Adkev to Buyer's carrier, Buyer's sole recourse for any loss of or damage to Products shall be against the carrier. Buyer or Buyer's agent shall carefully examine all Products upon delivery and before signing any shipping receipt. If Products are visibly damaged or there is any shortage, Buyer shall note same on the shipping receipt and send notice of such damage or shortage to Adkev within five (5) business days of delivery. Buyer's signature on a receipt without notation of damage or shortage or Buyer's failure to send notice to Adkev of damage or shortage within such five (5) day period (as the case may be) shall constitute both (i) conclusive evidence of Buyer's receipt of the Products in satisfactory condition and (ii) acceptance in accordance with Section 8.

5. **Delivery Dates; Damages for Delayed Deliveries.** Adkev shall use commercially reasonable efforts to meet shipment or delivery dates requested by Buyer; however, any shipment or delivery date quoted or acknowledged by Adkev is not an agreement as to shipment or delivery by a specific date but, rather, an estimate of such date. Shipments of Products are subject to Adkev's determination of availability, and are additionally subject to the following:

5.1. **"Drop In" Orders.** If Buyer places an Order for Products which does not provide the full production lead time required by Adkev with respect to such Products (a "Drop In Order"), Adkev will exercise commercially reasonable efforts to fill the Drop In Order provided that (i) Buyer shall pay a reasonable fee as may be invoiced by Adkev for necessary changes to Adkev's prior manufacturing plan or to the manufacturing line and equipment, (ii) Buyer shall pay any premium freight and other incremental costs incurred by Adkev in an effort to fill the Drop In Order by the date requested by Buyer, and (iii) Buyer shall be deemed to have released Adkev from liability for any delay in shipment and from any damages suffered thereby which may arise from Adkev's failure to ship Products by the date provided in the Drop In Order.

5.2. **If Within Firm Lead Time.** If (i) Buyer suffers damage because Adkev cannot deliver the Products as provided in Buyer's Order even though (a) Buyer's Order for Products had been forecasted by Buyer in the ordinary course, and (b) Buyer's Order provides the full manufacturing lead time required by Adkev for the Products before delivery is due (conditions (ia) and (ib) considered an Order "Within Firm Lead Time"), and (ii) Adkev's performance is not otherwise excused by a force majeure event (see Section 7), then as Buyer's sole and exclusive remedy Buyer shall be entitled to liquidated damages from the date on which delivery of the particular Products should have occurred until the date on which the Products are actually delivered, said liquidated

damages to be calculated at the rate of one percent (1%) of the price of the delayed Products for each full calendar week of delay for the duration of the delay, provided that liquidated damages shall in no case exceed fifteen percent (15%) of the purchase price for the delayed Products and provided further that if only a portion of the delivery is delayed then the liquidated damages shall be calculated only against the purchase price of the delayed portion of the delivery. Buyer and Adkev agree that any damages that Buyer may suffer due to delays in the delivery of Products Within Firm Lead Time are difficult to determine in advance, and that the aforesaid method to calculate liquidated damages is a reasonable approximation of the damages that Buyer may suffer if any damage is suffered from such delays. Buyer also acknowledges that the aforesaid method to calculate liquidated damages is not considered by Buyer to penalize Buyer relative to the damages that Buyer may actually suffer, and BUYER SHALL ACCEPT SUCH LIQUIDATED DAMAGES AS ITS SOLE AND EXCLUSIVE REMEDY AND IN LIEU OF ANY LOSS, DAMAGES OR EXPENSE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR OTHERWISE, WHETHER INCURRED OR SUFFERED BY BUYER OR BUYER'S CUSTOMERS IF ADKEV FAILS TO MEET ANY SPECIFIED DELIVERY SCHEDULE WITHIN FIRM LEAD TIME.

6. Failure to Take Delivery. If Adkev is ready to ship or has shipped Products to Buyer and Buyer fails to take delivery or delays delivery or notifies Adkev that delivery will be delayed or rejected, Adkev may at its election treat such failure, delay or notice of delay or rejection as a repudiation of the Agreement by Buyer and Adkev may pursue all remedies available to it at law or in equity, including, without limitation, storage of the Products for the account of Buyer at Buyer's sole cost and expense (in which event all risk of loss or damage to the Products shall be assumed by Buyer), re-selling or scrapping the Product on behalf of Buyer without liability to Buyer (except for providing the proceeds of such disposition, if any, to Buyer after deductions related to the direct and indirect costs incurred by Adkev to effect such disposition), and/or cancellation of the Agreement.

7. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform its respective obligations hereunder (except for the payment of money) when such delay or failure is beyond the Party's reasonable commercial control; such events shall be defined to include by way of example and not limitation: fire, flood, seizure, riot, war, embargo, accident (in manufacture or otherwise), labor shortages or difficulties, inadequate transportation facilities, shortage of raw material or other supplies, delay or default on the part of suppliers, power outages, material and uncontrollable increases in labor or raw material costs, and regulation or order by government authority. Upon the occurrence of such an event, performance otherwise owed hereunder shall be suspended for a period reasonably necessary to recover from such event, during which time the Agreement shall remain in full force and effect. If the event affects Adkev's ability to supply Products, Adkev shall have the right to allocate its available materials and Products between its own uses and its customers in such manner as Adkev may consider fair and reasonable without any liability to Buyer (including, without limitation, those liquidated damages contemplated at Section 5.2); if partial shipments are made to Buyer as a result, Buyer shall pay for such partial shipments when invoiced.

8. Acceptance. Buyer shall be deemed to have accepted the Products upon the earlier of (i) delivery to Buyer, if notice of damage or shortage is not provided to Adkev in writing within five (5) business days of such delivery (and in the case of a notice related to only a portion of Products, acceptance deemed to exist with respect to the balance of the Products), or (ii) utilization of Products or any portion thereof by Buyer.

9. Payments.

9.1. New Customers. New customers may be required by Adkev to pay cash in advance for purchased Products and/or Buyer's Property (as defined in Section 12.1).

9.2. Product Payment Terms. Payment for purchases (or other invoiced manufacturing or setup expenses) permitted on credit shall be made within thirty (30) days of the shipment date without any deductions or setoffs, and regardless of whether Buyer has received payment from Buyer's customer.

9.3. Buyer's Property Payment Terms. Payment for Buyer's Property purchased on credit will be made within thirty (30) days of Adkev's issuance of invoice for the same without any deductions or setoffs, and regardless of whether Buyer has received payment from Buyer's customer.

9.4. Late Payments. Amounts past due are subject to interest at the rate of one and one-half percent (1.5%) per month, or, if lower, the maximum rate allowed by law, until paid. Buyer will additionally be liable for costs incurred by Adkev in an effort to collect any past due amounts, including its attorney's fees.

10. Limited Warranty; Recalls.

10.1. Limited Warranty Provided by Adkev. In cases where Adkev secures component supplies and raw materials from sources of Adkev's choosing, Adkev warrants that Products are free from defects in material and workmanship and in compliance with Buyer's specifications at such time when such Products are tendered by Adkev to Buyer. In cases where component supplies or raw materials are required by Buyer to be sourced from a particular party or Buyer requires a certain manufacturing process to be applied or tooling to be used, Adkev will assign the directed supplier's warranty to Buyer if permitted to do so but supplies and manufacturing processes directed by Buyer shall not be separately warranted by Adkev. Buyer shall as soon as practicable provide written notice of any claim related to Products that do not conform to the aforesaid warranty, and upon receipt of such notice Adkev shall have the right to inspect the Products and to investigate all claims for the purpose of determining whether the Products are non-conforming or defective; provided, however, all warranty claims hereunder must be made within the twelve (12) month period immediately following the date on which the effected Product is tendered to Buyer by Adkev (the "Warranty Claim Period"). If Adkev determines that the Products are non-conforming or defective and thereby covered by this limited warranty, then Adkev shall, in its sole discretion, have the right to repair, replace, or refund the purchase price related to any non-conforming or defective Products. Except with respect to Recalls (which is subject to Section 10.5) Adkev's liability, and Buyer's exclusive remedy, for non-conforming or defective Products shall be limited solely to such repair, replacement, or refund. Buyer shall have the affirmative duty to withhold Products with patent defects from further integration or incorporation into a final product, system or subsystem until such time as the Buyer has notified Adkev of such defect and Adkev has had the opportunity to inspect and, if Adkev determines such Product is defective, remedy the defect in accordance with this Section 10.1.

10.2. Limited Warranty Conditions. The effectiveness of the limited warranty provided in Section 10.1 shall, with respect to any particular non-conformance or defect, be conditional upon

(i) Buyer's substantiation that the Products have been stored, maintained, and operated in accordance with any instructions given by Adkev to Buyer and with standard industry practice, (ii) Adkev's determination that the Products have not been damaged as a result of negligence, improper handling, abuse or accident on the part of any person other than Adkev, (iii) Buyer's payment of all invoices for the Products or other charges to which Adkev may be entitled, (iv) Buyer's exclusive use of persons approved or authorized by Adkev to effect any repairs to the Products, and (iv) Buyer's substantiation that no modification, alteration, or integration of the Products have been made without the prior written consent of Adkev.

10.3. THE AFORESAID LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. BUYER'S SOLE AND EXCLUSIVE REMEDY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN ANY WAY RELATED TO THE MANUFACTURE, SALE, DELIVERY OR USE OF PRODUCTS SHALL BE AS PROVIDED HEREIN BUT IN NO CASE EXCEED THE LESSER OF THE COST OF REPAIR OR REPLACEMENT OR THE PURCHASE PRICE OF THE PRODUCT.

ADKEV SHALL NOT BE LIABLE IN CONTRACT OR IN TORT TO BUYER OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ADKEV'S WARRANTY OBLIGATION HEREUNDER, SUCH AS, BUT NOT LIMITED TO, DAMAGE TO, LOSS OF, OR LOSS OF THE USE OF OTHER PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUES OR CLAIMS OF BUYER OR OF CUSTOMERS OF BUYER FOR LOSSES OF ANY KIND. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

10.4. Limited Warranty to Buyer Only. The limited warranty provided herein is non-transferable and non-assignable and may be enforced only by Buyer.

10.5. Recalls. A "Recall" is defined to exist where (i) Products are integrated by Buyer into goods which have or are reasonably expected to pose a risk of safety to the users of such goods, and (ii) Buyer voluntarily offers or is required by a government agency to offer to repair or replace such goods in order to minimize such safety risk. Adkev will be liable for costs and damages from a Recall only if in the reasonable determination of a neutral third-party the Recall results in whole or in part from Products, and then only to the extent that such Recall arises from a failure of Products to conform to the limited warranty provided in Section 10.1 hereof and is within the Warranty Claim Period. If Adkev is liable for a Recall, the extent of Adkev's liability will be negotiated with Buyer on a case-by-case basis and based on (i) a good faith allocation of responsibility for the Recall, (ii) the reasonableness of the costs and damages incurred, (iii) the quantity and price of Products purchased, and (iv) other relevant factors, provided that when considering such factors, pre-existing agreements or other arrangements that Buyer may have with third parties shall not be considered, and provided further that if the Parties cannot reach agreement with respect to allocation of cost and responsibility for the Recall then, Adkev's total liability with respect to any recall shall not exceed one hundred fifty percent (150%) of the minimum amount for which Adkev would be liable pursuant to Section 10.1. As conditions precedent to Adkev's liability hereunder, Buyer must (i) notify Adkev as soon as practicable after Buyer learns that a Recall being considered implicates Products, (ii) provide Adkev with all performance evaluations, accident reports, engineering investigations, and other data related to

the potential Recall, (iii) provide Adkev with reasonable opportunities to participate in inquiries and discussions among Buyer, its customer, and any involved government agency regarding the need and scope of the Recall, and (iv) consult with Adkev about the most cost-effective method of modifying or replacing Products in order to remedy the alleged defect or non-conformity.

11. Return of Merchandise. Buyer has no right to return Products absent express, written agreement from Adkev in the form of a Return Merchandise Authorization number issued by Adkev, whether related to a warranty claim or otherwise. If Adkev elects to accept returns in accordance with this Section, all such returns other than those accepted by Adkev due to warranty shall be subject to a restocking charge.

12. Ownership and Disposal of Equipment and Tooling; Service Parts. Property used to manufacture, store, or transport Products shall be owned and utilized as follows:

12.1. Buyer's Property. Buyer will own the tooling, jigs, dies, gauges, fixtures, molds, patterns, supplies, materials and other equipment used by Adkev to manufacture, store, and transport Products ("Property") if Buyer or its customer has provided or paid or has or will be invoiced for the Property ("Buyer's Property"). Buyer's Property will be carefully handled and stored while in Adkev's possession and Adkev will be responsible during such period for loss or damage to Buyer's Property, excepting normal wear and tear. Adkev will use commercially reasonable efforts to maintain Buyer's Property while in Adkev's possession. Adkev may direct Buyer to repair or replace Buyer's Property at Buyer's cost if, in Adkev's sole discretion, such Buyer's Property is no longer capable of functioning in a reliable or consistent manner or if the condition of Buyer's Property otherwise compromises the production of Products. Buyer will be responsible for personal property taxes assessed against Buyer's Property, and Buyer's Property is subject to statutory liens while in Adkev's possession. Buyer will pay for Property that is required to supply Products to Buyer at the cost as separately quoted by Adkev or, if no amount has been specified, at (i) Adkev's actual cost of the Buyer's Property, if manufactured by a third party, or (ii) Adkev's actual cost of purchased materials, components, and services plus Adkev's actual cost of labor and overhead allocable to Buyer's Property, if manufactured by Adkev.

12.2. Adkev's Property. All Property not provided by or paid for by Buyer or its customer, or Property which the Buyer or its customer is not invoiced for, is the exclusive property of Adkev ("Adkev's Property"). Neither Buyer nor its customer shall have any right, title or interest in Adkev's Property, including any right or option to purchase any of Adkev's Property during the term of the Agreement or upon its termination.

12.3. Service Parts; Disposition of Property. After serial production of a Product has ended, Adkev may at its sole option elect to maintain the manufacturing capacity for the Product in order to deliver service parts to Buyer. The length of time for producing any service parts shall be in Adkev's sole discretion, provided that Adkev shall give not less than three (3) months prior notice of its intention to discontinue service part delivery and provide Buyer with an end-of-manufacturing purchase opportunity. At the end of the aforesaid three (3) month notice period and if Buyer's Property has been utilized to produce the Product, Adkev may request that Buyer retake possession of Buyer's Property, and Buyer shall do so at Buyer's sole expense. If Buyer fails to retake possession within sixty (60) days of written notice from Adkev, Adkev may sell or otherwise dispose such Buyer's Property without liability to Buyer but shall forward the proceeds of such disposition, if any, to Buyer after deductions related to direct and indirect costs incurred by Adkev to effect such disposition.

13. Intellectual Property Rights. As used herein the term “Intellectual Property Rights” means inventions, patents (including utility patents and design patents), trade secrets, trademarks, service marks, trade dress, industrial designs, mask works, copyrights, know how, and other proprietary rights, whether owned, licensed, or otherwise acquired.

13.1. Regarding Buyer's IP Rights. If Products are manufactured by Adkev pursuant to a design supplied by Buyer, then (i) Adkev acknowledges and agrees that Adkev shall not acquire any interest or right with respect to any of Buyer’s Intellectual Property Rights incorporated in such design unless otherwise agreed to in writing between Buyer and Adkev, and (ii) Buyer will indemnify and defend Adkev, and hold Adkev harmless, against claims, liabilities, losses, damages, costs and expenses, including reasonable attorney fees, which arise out of the actual or alleged infringement by the Product of a third-party Intellectual Property Right and regardless of the jurisdiction (foreign or domestic) in which the claim is alleged.

13.2. Regarding Adkev's IP Rights. Buyer acknowledges and agrees that (i) Adkev owns, and retains without exception, all prior existing and hereafter arising Intellectual Property Rights created by or for Adkev which are incorporated in Products furnished to Buyer under the Agreement, (ii) all such Intellectual Property Rights shall remain the exclusive property of Adkev and (iii) Buyer shall not acquire any interest or right with respect thereto unless otherwise agreed to in writing by Adkev.

13.3. Restriction On Use of Product. Buyer will not attempt to disassemble or reverse engineer any Product supplied by Adkev, nor will Buyer request, encourage or intentionally allow any third-party to do the same.

13.4. Confidentiality of IP Rights. Buyer acknowledges and agrees that Adkev's Intellectual Property Rights constitute a valuable, special and unique business asset of Adkev, and Buyer will not now or at any other time in the future use Adkev’s Intellectual Property Rights in any manner, or disclose any such rights to any person or entity except as expressly permitted in writing by Adkev.

14. Non-Disclosure of Confidential Information. Neither Adkev nor Buyer shall use (except as permitted by and in furtherance of the Agreement) or disclose to others any Confidential Information it receives from the other Party, either during the performance of the Agreement, or any time thereafter. “Confidential Information” as used herein shall mean (i) Intellectual Property Rights, (ii) all information, data and experience of the disclosing Party’s business, whether gathered through manufacturing facility site visits or otherwise and whether of a technical, engineering, operational, or economic nature, and (iii) all price and technical information related to supplies, formulation, composition, analysis, design, installation, materials, instructions, erection, operation, repair, maintenance, use, process or otherwise.

15. Buyer's Right to Request Information. Buyer shall have the right to request such information from Adkev as is reasonably necessary to ensure Adkev’s compliance with Section 3. Buyer shall not have the right to inspect the books and records, property, or equipment of Adkev, or that of its affiliates or suppliers, for any other purpose related to the Agreement (including upon any termination of the Agreement).

16. Notices. All notices, consents, requests, instructions, approvals and other communications hereunder shall be in writing and given by personal delivery, electronic mail, or by certified mail, return receipt requested, or by express delivery service to the address of Buyer or Adkev last on record with the

other or to such other address as either Party hereto may, from time to time, designate in writing. Notices shall be deemed to be effective on the date personally delivered, or the date upon which the electronic mail was sent if no notice of failure is received by the sender, or three (3) days after deposited in the United States mail as certified mail, or one (1) day after deposited with an express delivery service, as the case may be.

17. Dispute Resolution. Buyer and Adkev will endeavor to resolve through good faith negotiation any dispute which arises under the Agreement. If the dispute cannot be resolved through such negotiations, then the following shall apply:

17.1. Applicable Law. The Agreement and the entire business relationship of the Parties shall be governed by and construed under the laws of the State of Indiana without regard to the state's conflict of law principles.

17.2. Jurisdiction and Venue. Buyer and Adkev agree that the Agreement is entered in Tippecanoe County, Indiana and each Party hereby submits exclusively to the jurisdiction of the state or federal courts in Indiana. The exclusive venue of any action, proceeding or dispute resolution procedure which directly or indirectly arises from or relates to the Agreement shall be Tippecanoe County, Indiana or as otherwise determined by the venue provisions in Indiana. Buyer waives any objection that the venue established by this Section is an inconvenient forum.

17.3. Claims Limitations. Any claim or cause of action shall be filed in accordance with Section 17.2 not later than one (1) year after the time when the Product which gives rise to a claim has been tendered to Buyer's carrier, and any claims or causes of action not brought within the aforesaid period shall be deemed waived. BUYER AND ADKEV EACH HEREBY WAIVE AND NEITHER SHALL DEMAND TRIAL BY JURY. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN OR IN BUYER'S FORMS AND UNLESS A LESSER AMOUNT WOULD BE DUE PURSUANT TO THESE TERMS AND CONDITIONS, (A) ADKEV'S AGGREGATE LIABILITY TO BUYER PURSUANT TO ANY AGREEMENT WILL IN NO CASE EXCEED ONE HUNDRED FIFTY PERCENT (150%) OF THE PRICE PAID BY BUYER FOR PRODUCTS CLAIMED BY BUYER TO BE (i) DEFECTIVE, (ii) NON-CONFORMING, OR (iii) OTHERWISE SUPPLIED IN VIOLATION OF THE AGREEMENT, BUYER'S REQUIREMENTS, OR GOVERNING LAW INCLUDING, WITHOUT LIMITATION, STATE MANIFESTATIONS OF THE UNIFORM COMMERCIAL CODE; AND (B) ADKEV'S AGGREGATE LIABILITY TO BUYER PURSUANT TO ALL AGREEMENTS ENTERED INTO BETWEEN ADKEV AND BUYER WILL IN NO EVENT EXCEED ONE MILLION DOLLARS (\$1,000,000).

18. Buyer's Early Cancellation. If Buyer cancels the Agreement for any reason before full performance Adkev will promptly cease work on the Products subject to such cancellation. In the case of such a cancellation, Buyer shall pay Adkev's actual costs incurred (including any unbilled design or engineering services, all good Products in inventory and work-in-process, plus the unamortized portion of any equipment or tooling included in the piece prices for Products), plus Adkev's profit for the work completed as of the termination date, plus those Adkev profits that were reasonably anticipated by Adkev if the Agreement had been fully performed by Buyer. The aforesaid amounts shall also be due upon default or breach of the Agreement by Buyer, and in the event of any such cancellation, default or breach Adkev shall additionally be entitled to such other remedies as may exist at law or in equity and shall have the right, without liability to Buyer, to cancel any and all of Buyer's Orders or other Agreements with Buyer then outstanding which have not been fully performed.

19. Indemnity. If enforcement of the Agreement is required by Adkev due to Buyer's cancellation or otherwise, Buyer shall be liable to Adkev for its damage, including Adkev's reasonable attorney fees, court filing fees and other disbursements incurred in collecting damages or otherwise enforcing rights under the Agreement. Buyer shall indemnify and hold harmless Adkev and its officers, directors, and shareholders from and against any claims, actions or demands (including, without limitation, those made by a government agency), liabilities and settlements, including, without limitation, reasonable legal, accounting and expert fees, which arise from or relate to Buyer's alleged breach of the Agreement or alleged failure to comply with governing law. No additional indemnity obligations shall exist between the Parties.

20. Assignment. No assignment of rights or transfer of obligations under the Agreement shall be made by Adkev or Buyer without the prior written consent of the other Party, provided, that a Party may, without the consent of the other, assign its rights and transfer its obligations under the Agreement in whole but not in part in connection with any merger, consolidation or sale of all or substantially all of the assigning Party's assets or equity.

21. Entire Agreement. The Agreement is a complete and exclusive statement of terms of the understanding between the Parties with respect to the sale and purchase of Products, and supersedes any previous or contemporaneous communications, representations or agreements by either party whether verbal or written, provided, that any separate confidential disclosure agreement that may exist between the Parties which shall survive according to its terms and be substituted for Section 14 herein. No representations, understanding or agreements have been relied upon in making the Agreement other than as specifically set forth herein. The Agreement can only be modified in a writing signed by the parties hereto, and is not intended to confer any rights or remedies upon any person other than the Parties. Section headings are provided for convenience only and shall not be considered in the interpretation of the Agreement.

22. No Waiver. Failure or delay in seeking enforcement of any term or condition hereof shall not constitute a waiver of the right to enforce such term or condition in the future, nor of a Party's right to enforce any other term or condition hereof.

23. Severability. In the event that any one or more of the provisions contained in the Agreement are determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24. Survival. In addition to those Sections herein which specifically contemplate survival, Sections 3, 5, 6, 8, 10, 12, 13, 14, 15, 16, 17, 18 and this Section 24 shall survive the termination, cancellation or expiration of the Agreement.