

RHINESTAHL CORPORATION

Terms and Conditions of Sale

1. Definitions: As used in this document, "Order" shall mean the customer's purchase order for goods and services to Rhinestahl and all attachments, exhibits and documents to which reference is made. "Product" shall mean the goods and services covered by the Order. "Seller" shall mean Rhinestahl Corporation, Rhinestahl CTS, Rhinestahl ETS, Rhinestahl SSG or Rhinestahl AMG, collectively referred to as Rhinestahl with locations at 6510 Corporate Drive, Cincinnati, Ohio 45242, 1111 Western Row Road, Mason, Ohio 45040 and 7687 Innovation Way, Mason, Ohio 45040. "Proposal" shall mean the quotation for Product provided by the Seller to the requesting party. "Purchaser" shall mean the requesting party or issuing corporation in whose name the Order is issued from or the request for pricing is issued to. "Acknowledgement" is referred to as a confirmation that the Seller has received an Order and is in no way a confirmation that the Order is accepted by the Seller. "Acceptance" is referred to as the Seller's agreement to the terms specified in the Purchasers Order, notwithstanding the terms and conditions otherwise specified in this Agreement.

2. Interpretation: Except as otherwise agreed in writing between the Parties, this Agreement, together with any other terms and conditions of sale that may be necessary depending upon the type of Product, shall be the exclusive terms and conditions of sale applicable to the sale of Product. This Agreement, to the extent that such terms conflict with the terms of any such Order, shall be in lieu of the terms and conditions appearing on the face or reverse side of, or attachments to, any Order submitted by Purchaser to Product.

Unless otherwise stated in the Proposal, the Proposal supersedes and replaces all prior agreements and understandings other than topics not contained in the Proposal which are contained in this Agreement as it relates to the Product.

3. Acceptance: Seller accepts the Order by shipment of any of the Product, or by written acceptance of the Order. The Order is subject to acceptance only on the terms and conditions contained herein or in the Proposal. The terms of a written acknowledgment or other documents shall not be effective to amend, supplement or negate any of the terms of the Order but shall only constitute an acknowledgement of the receipt of the Order. If the Order is deemed to be the acceptance of Seller's offer, such acceptance is expressly limited to the terms of the Order and Seller specifically objects to any different or additional terms, whether or not material, contained in such order.

4. Changes and Cancellations: Purchaser may make changes in the quantity, character, specifications, delivery and other terms of the Order by a written change order signed by the same authority that signed the Order. Said changes are subject to the same Acceptance as stated in Section 3 of this Agreement. Seller will be entitled to change and cancellation fees if Purchaser imposes changes or cancellations to the Order. Said fees will correspond to thirty percent (30%) of the total amount due for each change or cancellation. If Seller has incurred costs equaling more than thirty percent (30%), Seller reserves the right to charge Purchaser all costs incurred as of the date of Purchasers change or cancellation.

5. Inspection: Seller shall perform on the Product, all regular tests and inspections without additional charge to Purchaser. Purchaser and its representatives shall have the right to enter Sellers premises where final inspections are conducted on the Product s for the purpose of witnessing such work; verifying quality assurance systems, procedures and records and inspecting the Product. Seller will provide a certificate of conformance upon request of the Purchaser. Said certificate of conformance will state that all aspects of the product are in accordance with the Order and applicable specifications.

6. Delivery: For Product shipped to a domestic USA destination or for products shipped to a destination outside of the USA, delivery of such Product shall be EX WORKS "EXW" (Inco terms 2000) from Seller's facility in Mason, Ohio, USA or the point of manufacture or other facility at the Sellers sole discretion.

Title and risk of loss or damage shall pass to the Purchaser upon shipment. Purchaser assumes all responsibility for, and risk of loss or damages to, the Product or serviced Product upon delivery even though Seller may have selected the carrier to return Product to the Purchaser.

Purchaser shall be the importer or exporter of record and, unless otherwise specifically agreed to in writing by the Parties, Purchaser shall be responsible for obtaining import licenses, export licenses, exchange permits and any other required government authorizations (unless otherwise agreed to by the Seller in writing). Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not reviewed, and the Purchaser shall not be relieved of its obligations to pay Seller for the supply and other charges which are the obligation of the Purchaser.

Seller shall deliver Product in accordance with mutually agreed upon schedule as set forth in the Order. Partial and early deliveries shall be permitted.

In the event of late delivery, Seller shall only be held liable for up to a maximum of five percent (5%) of the total value of each Product that is past the Sellers original quoted lead time date.

7. Packaging: The Product shall be packaged and labeled in accordance with standard commercial practices or as mutually agreed in writing between Seller and Purchaser. Packing for shipping equipment, including but not limited to engine stands, containers and other large freight items must be requested at the time of Order and are subject to additional packaging charges.

8. Invoicing and Payment: Unless otherwise agreed to by Seller, all sales of Product shall be due within thirty (30) days from the date of shipment and shall be paid in funds immediately available for use without off-set or right of deduction and are to be made in United States Dollars (USD).

Remit to options are as follows:

**All NON-EFT payments (checks) are to be mailed to:
Rhinestahl Corporation, 7687 Innovation Way, Mason, Ohio 45040.**

**For domestic wire transfer remittances:
First Financial Bank N.A., 4000 Smith Road, Suite 400, Cincinnati, Ohio 45209**

**Routing # 042200910
Account # 5310553796**

**For international wire transfer remittances:
Fifth Third Bank – Blue Ash Office, 10875 Montgomery Road, Cincinnati, Ohio 45242**

**ABA/Routing # 04000314
Account # 71671338
Swift # / IBAN No.: FTBCUS3C
Beneficiary: Rhinestahl Corporation**

Rhinestahl accepts most major credit cards. Customer must provide card type, name on card, number, security code and expiration date. Credit card will be charged at time of shipment.

If Purchaser fails to make payments when due, Purchaser will also pay Seller, without prejudice to any other rights available to Seller, interest on any late payment, calculated from the payment due date to the date of actual remittance. Interest will be computed at 1% over the prime floating interest rate per annum as announced from time to time by JP Morgan Chase Manhattan, New York, NY (or its successor) for twelve month US Dollar deposits, but in no event will the rate of interest be greater than the highest rate then permitted under applicable law.

9. Pricing and Validity: The selling price of Product quoted to Purchaser shall be expressed and payable in US Dollars and unless otherwise stated in the Proposal will be open for acceptance for ninety (90) calendar days.

10. Warranty: Seller warrants that the Product sold hereunder will, at the time of delivery, be free from defects in material, workmanship and title. If Purchaser notifies Seller in writing within one year from the date of shipment that the Product does not meet such warranty, (i) Purchaser shall deliver such Product Delivered Duty Paid (DDP Inco terms 2000) to the Seller's facility as directed by Seller's (Return Material Authorization procedure RQA-RMA-06/09) and (ii) Seller shall, at its option, upon satisfactory demonstration by Purchaser that the Product was defective at the time of delivery, correct any such defect, either by repairing the defective Product, making available a repaired or replacement Product, EX WORKS (Inco terms 2000) Seller's applicable facility, as applicable, or refunding the purchase price of such Product. In the event Seller elects to repair or replace a Product, the unexpired portion of the warranty for the original Product shall be applicable to the repaired or replaced Product.

Upon Purchaser's delivery of Product to Seller, Seller agrees to warrant such Product in accordance with its standard Product warranties with such Purchaser.

This warranty is applicable only if the Product is operated, handled, maintained, or repaired in accordance with the then-current recommendations of Seller as stated (and made available within the scope of this Agreement), in the applicable technical publications or other written instructions.

With respect to certain Product which may be provided hereunder, to the extent it has the right to do so, Seller shall make available to Purchaser the benefit of any warranty provided by Seller's vendor. The foregoing shall be Seller's sole liability with respect to such certain other Product provided hereunder.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER'S WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, STATUTORY, ORAL, OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE).

11. Repair/Calibration Service: Product may only be returned for repair or calibration service after obtaining authorization and a Return Material Authorization (RMA) number from Seller. Product must be shipped with complete identification, shipped freight prepaid with RMA number clearly marked on the packaging to the address provided by Seller.

The warranty period for repairs and calibrations performed by Seller is forty-five (45) days from date of invoice.

12. Indemnity: Purchaser shall indemnify, defend and hold harmless Seller, its employees, agents, subcontractors and customers from and against all claims,

liabilities, damages, losses and expenses (including attorney's fees) for any injury including, without limitation, bodily injury, death or property damage arising directly or indirectly, in whole or in part, from the use of the Product or the Seller's breach of the Order by the Seller.

13. Limits of Liability: The total liability of the Seller for any and all claims, whether in contract, warranty, tort (including negligence but excluding willful misconduct or recklessness), product liability, patent infringement, or otherwise, for any damage arising out of, connect with, or resulting from the performance or non-performance or any service provided hereunder or from the manufacture, sale, delivery, repair, replacement or use of the Product, shall not exceed the price allocable to the supply of Product which gives rise to the claim.

In no event, whether as a result of breach of contract, warranty, tort (including negligence but excluding willful misconduct or recklessness), product liability, patent infringement, or otherwise, shall Seller be liable for any indirect damages (for avoidance of doubts indirect damages shall cover any similar types of damages such as but not limited to, special, consequential, incidental, resultant, punitive or exemplary damages, including, without limitation, loss of use, revenue, image, profit or goodwill).

14. Secrecy: Seller and Purchaser shall treat as confidential and shall neither disclose to third parties, nor reproduce, the information that are the other Party's property, without its prior written consent, and shall take all reasonable precautions to keep the information confidential. This will not apply to information when the receiving Party can prove that such information was already in its possession prior to the transmission by the other Party.

15. Intellectual Property Rights: Seller has intellectual property rights over the Product and all correspondence related to the Product. Because of this, Purchaser has no right to reproduce or cause the reproduction of all or part of the Product and to sell or transfer in any way to a third party. Nothing contained in this Agreement shall convey to the Purchaser the right to use the trademarks of the Seller or convey or grant license under any patent owned or licensed by the Seller.

16. Title Passage: Purchaser hereby acknowledges and agrees that title to Product provided by Seller shall be retained by Seller and shall not pass from Seller to Purchaser until payment in full of all sums due and payable by Purchaser under this Agreement.

17. Applicable Laws: Purchaser agrees and acknowledges that this Agreement, the Proposal and the Order shall be interpreted and any disputes shall be resolved in accordance with the laws of the State of Ohio, USA at Federal Courts located in Cincinnati, Ohio, USA.

18. Miscellaneous: Any failure by either Party to enforce any of the provisions of this Agreement or to require at any time performance by the other Party of any of the provisions hereof shall in no way affect the validity of the Order or any part hereof, or in the right of the Parties thereafter to enforce each and every such provision; nor shall the Parties actual performance, whether or not under this Agreement be deemed in any way indicative of the scope of the obligations of the Parties under the Order.