

METAL TECHNOLOGIES PURCHASE ORDER TERMS AND CONDITIONS

1. **Acceptance.** No terms or conditions other than those set forth in (a) this Purchase Order, and (b) any document attached to or incorporated by reference in this Purchase Order shall be binding upon the Buyer of the goods or services ("Buyer") unless accepted in writing by a duly authorized representative of Buyer. All specifications, drawings, notes, instructions, engineering notices or technical data referred to in this Purchase Order are incorporated herein by reference. In the event of a conflict between these terms and conditions and such specifications, drawings, notes, instructions, engineering notices or technical data, the terms of such specifications, drawings, notes, instructions, engineering notices or technical data shall govern. Any delivery pursuant to this Purchase Order by the seller of the goods or services ("Seller") shall be conclusively deemed acceptance of this Purchase Order and these terms and conditions, and any additional or different terms included in Seller's confirmation, acceptance or acknowledgement shall be void and without effect. The materials, products, goods or services ("Goods") covered by this Purchase Order shall be referred to herein as the Goods.

2. **Enforceability of Purchase Order.** Where Buyer may not be the ultimate consumer of the Goods, or where the Goods are incorporated into a product or project which is not owned by Buyer, Seller agrees that Buyer's rights under this Purchase Order shall inure to the benefit of, and may be exercised and enforced by Buyer, the Project Owner and/or the Project Owner's Architect or Engineer, or the subsequent purchasers of the product which contains the Goods, provided Buyer shall have agreed in writing to such exercise or enforcement.

3. **Compliance with Laws.** Seller warrants that the Goods have been produced, sold, delivered and furnished in strict compliance with all applicable laws, rules, regulations and orders, including, but not limited to, those pertaining to employment in the production of and/or sale of Goods, safety and the environment. Seller shall execute and deliver such documents as may be required by any governmental body to affect compliance. Seller shall also deliver to Buyer such documents as Buyer requests as evidence of compliance. All such applicable laws, rules, regulations and orders required in agreements of this character are hereby incorporated by this reference, including but not limited to applicable provisions of the United States Equal Employment Opportunity Act and the Fair Labor Standards Act, where applicable, or similar laws in other jurisdictions. Seller shall defend and hold Buyer harmless from any action which may be instituted against Buyer, or any liability which may be imposed or threatened against Buyer, as a result of Seller's failure to so comply with said laws and regulations. Seller further agrees, as a condition precedent to payment, to attach to or stamp on each invoice issued in connection with this Purchase Order the following statement: "We hereby certify that these goods were produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof" or similar reference to corresponding laws of other jurisdictions.

4. **Billing, Shipping and Payment.** All charges for packing, hauling, storage and transportation to the point of delivery are included under this Purchase Order unless otherwise specified. Seller shall pay all delivery charges in excess of delivery charges which Buyer has specifically agreed in writing to pay. All shipments shall be accompanied by a packing slip which described the Goods shipped, states the appropriate purchase order number and shows the shipment's destination. No charge whatever shall be made by Seller or any other party for drayage or storage unless otherwise stated herein. All provincial, state and federal excise, sales and use taxes, where applicable, shall be specifically stated separately on the invoice. Any applicable cash discount period shall be computed from the date of receipt by Buyer of: (a) an acceptable invoice or (b) the Goods, whichever occurs later. On invoices returned for correction, the cash discount period will commence from receipt of the corrected invoice. Unless freight, taxes and other charges are separately itemized, any discount will be taken on the full face amount of the invoice. All payments are subject to adjustment for shortage or rejection. Any reduction in Seller's costs resulting from a reduction in freight rates, custom duties, import taxes, excise taxes, sales taxes and/or other like charges or taxes from those in force on the date hereof shall be paid to Buyer by Seller in reduction of the price for the Goods. Buyer will not be responsible for materials processed in excess of its releases, not for overshipments in excess of quantities specified, and buyer may return any such overshipments at Seller's sole risk and expense, which shall include handling, packaging, and transportation costs (each way).

5. **Delivery.** Seller bears all risk of loss and/or damage in transit. Delivery shall not be deemed complete until the Goods are actually received and accepted by Buyer, notwithstanding any agreements for Buyer to pay freight, express, parcel post or other transporting charges. In the event Buyer is assessed any damage as a result of the acts or omissions of Seller in connection with the delivery of the Goods, Seller shall pay Buyer in full for such damages upon written demand by Buyer. Seller shall provide 100% on time delivery as defined in Buyer's Purchase Order. If no delivery time is specified, then delivery shall be within a reasonable time.

6. **Changes in Specification Schedules.** Buyer may at any time make changes in this Purchase Order as to any Goods. If such changes affect the cost or time required for performance and if Seller makes a claim for adjustment in writing within thirty (30) days of the date it receives notification of change, an equitable adjustment may be made, solely in the discretion of Buyer.

7. **Warranties of Seller.** Seller warrants that it has title to the Goods, free and clear of all liens and that all Goods will conform to any and all drawings, specifications or samples provided by Buyer or Seller, will be merchantable, of good material and workmanship and free from any and all defects. Seller also expressly warrants that the Goods will be fit and sufficient for the purpose intended, and will be subject to Buyer's inspection at Seller's factory or upon delivery. Payment for inspection of or receipt of any of the Goods shall not constitute a waiver of any breach of warranty. Defective Goods may be returned to Seller for full credit or for replacement with new goods, at Buyer's option and at Seller's risk and expense, including all charges for handling, packaging and transportation (each way). In no event shall Seller attempt to limit damages or remedies available under applicable law for any breach of warranty, and the parties agree that any such limitation shall be void and without effect. No replacement of defective Goods shall be attempted or made except as authorized by a replacement Purchase Order issued by Buyer. The warranties described herein shall be applicable to the Goods regardless of whether Seller subcontracts for the production of all or any part of the Goods and are in addition to any warranty implied by law.

8. **Designs, Patterns and Special Tooling.** Any patterns, tools, jigs, dies, gating, equipment or material furnished or paid for by Buyer and the designs thereof, shall become and remain part of the Goods and Buyer shall be the sole owner thereof. Seller irrevocably waives any right to claim a possessory lien in the Goods, whether or not the purchase price is paid. While retained by Seller, such property shall be maintained in good and usable condition at no cost to Buyer, and the risk of loss thereof or damage thereto shall be borne exclusively by Seller. Seller further agrees to maintain adequate insurance coverage upon such property at Seller's sole expense. Invoices for any Goods which consist of patterns, tools, jigs, dies, equipment or material will be approved for payment only after production samples created therefrom are inspected and accepted by Buyer. If the Goods included in the Purchase Order are made according to designs, specifications or blueprints or by means of any patterns, tools, or dies furnished by Buyer, Seller agrees that the same designs, specifications, blueprints, patterns, tools, and dies will not be furnished to any other person and that such items or information gained therefrom will not be used for the direct or indirect benefit of any other person without Buyer's prior written consent. Any manipulation of the designs, specifications, blueprints (electronic or otherwise) by Seller and the resulting data, whether contained in digital or paper format, are also deemed part of the Goods being purchased by Buyer and shall become and remain Buyer's property. Upon request, Seller shall provide to Buyer all copies, versions or other data containing such information in the format requested by Buyer.

9. **Patents.** Seller agrees to indemnify and hold harmless Buyer and/or its customers, against any and all liability, loss or expense, including attorney's fees, by reason of any claim, action or litigation arising out of alleged or actual, direct or contributory infringement of patent arising from the purchase, use or sale of the Goods. In case the purchase, use or sale of the Goods, or any part thereof, is held to constitute infringement and/or is enjoined, Seller shall, at its own expense, procure for Buyer and its customers the right to continue to purchase, use and sell such Goods, or with the approval of Buyer, shall modify said Goods so that they become noninfringing, or remove said Goods and return the purchase price and the transportation and installation costs thereof. In the event this Purchase Order involves experimentation, research or developmental work, Seller agrees to grant to Buyer an irrevocable, non-exclusive and royalty free license to make, have made, use and sell any inventions from the work under this Purchase Order.

10. **Cancellation.** Buyer, without cost to Buyer, and in addition to any other rights and remedies, reserves the right to cancel this Purchase Order in whole or in part on account of defects in material, equipment, workmanship or quality, or in the event any of the Goods are not shipped as specified herein, or in release orders issued hereunder, or are not received by Buyer in such condition as is specified by blueprints, drawings, specifications or other written instructions issued in connection

Adopted 12/2014

Mandatory Addendum To all Purchase Orders of Metal Technologies of Indiana, Inc. and all of its subsidiaries. The subsidiaries include: Metal Technologies Auburn, LLC; MTI-Ravenna Ductile Iron; MTI-Three Rivers Gray Iron, MTI-Minneapolis Die Casting, MTI-Jackson Die Casting, MTI-Northern Foundry, LLC, and Precision Gage LLC.

herewith. Buyer may also cancel this Purchase Order in whole or in part in the event Seller makes an assignment for the benefit of its creditors or if a receiver is appointed for Seller or its property, or if proceedings in bankruptcy or for corporate reorganization are filed by or against Seller, or upon Seller's failure to comply with any of the terms and conditions of this Purchase Order. In addition, Buyer reserves the right to cancel this Purchase Order at any time in whole or in part in the event any governmental law, regulation and/or administrative act of any nature or kind either directly or indirectly requires such suspension or cancellation or prevent Buyer from carrying out the intended use for which the Goods are purchased. Buyer reserves the right to terminate this Purchase Order or any part thereof if the Goods or any part thereof are no longer needed by Buyer and, in the event of such termination, Buyer will make settlement with Seller on an equitable basis to cover Seller's actual costs of the Goods theretofore received by Buyer. Buyer shall also have the right to terminate this Purchase Order in the event Seller proposes any price increase to which Buyer objects. Such objection shall be effective if made in writing within fifteen (15) days of Buyer's receipt of Seller's proposed price increase. Buyer shall also have the right to terminate this agreement for convenience without any reason stated therefore as to any Goods that have not been delivered or performed. Buyer shall give written notice of such cancellation to Seller with an effective date before the date the Goods are received by Buyer. Buyer shall have no further liability for payment of any Goods not yet received or performed.

11. Buyer's Right To Cover. If Seller fails to make delivery or repudiates or if Buyer rejects the Goods or revokes acceptance thereof, then with respect to any Goods involved, and with respect to the whole if the breach goes to the whole contract, Buyer may cancel the contract and, whether or not it has done so, Buyer may, in addition to recovering so much of the purchase price as it has paid, cover (as such term is employed by Article Two of the Uniform Commercial Code, where applicable) and recover damages as to all goods affected whether or not they have been identified to the contract. Buyer may cover by making any purchase of goods/services or any contract to purchase goods or services in substitution for the Goods due from Seller. Buyer shall recover from Seller as damages the difference between the cost of cover and the contract price with any incidental or consequential damages. The foregoing shall be in addition to, and not exclusive of, any other remedies which Buyer may have hereunder or at law or equity.

12. Inspection. Seller shall provide and maintain an inspection system that will assure that all Goods delivered to Buyer conform to the requirements of this Purchase Order whether manufactured or processed by Seller, or procured from subcontractors or vendors. Seller shall maintain adequate records of all inspections and tests, which records shall indicate the nature and number of observations made, the number and type of deficiencies found, the quantities approved and rejected and the nature of any and all corrective action taken. Such records shall be available to Buyer at all times and, unless otherwise agreed to by Buyer, shall be retained by Seller for a period of at least 5 years from the date of this Purchase Order. The failure of Seller to maintain such record as herein provided shall be a breach of the terms and conditions of this transaction and shall be grounds for Buyer's cancellation of the same.

13. Indemnification. To the fullest extent permitted by law, (i) Seller hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or in connection with the furnishing of Goods or Services by Seller or anyone acting on its behalf; (ii) Buyer shall not be responsible for any injury to person (including death) or damage to any property resulting from Seller's possession, use, misuse or failure of any equipment, tooling or other property of Buyer furnished to Seller, and the use of any such property by Seller shall constitute acceptance by Seller of all responsibility for any claims for such injury or damage, and (iii) Seller shall defend, indemnify and hold harmless Buyer, Buyer's Customer and the end-users of the products sold by Buyer or the end users of the products which incorporate the Goods and all of their respective agents, customers, invitees, subsidiaries, affiliates, successors and assigns, against all damages, losses, claims, liabilities and expenses (including reasonable attorneys' and other professional fees, settlements and judgments) arising out of or resulting from any defective Goods or Services, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations or other terms and conditions of the Purchase Order.

a. If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises: (i) Seller shall examine the premises to determine whether they are safe for the requested work and shall advise Buyer promptly of any situation it believes to be unsafe; (ii) Seller's employees, contractors, and agents shall comply with all laws and regulations that apply to the premises and if so requested, must leave Buyer's premises at Buyer's sole and absolute discretion; (iii) Seller's employees, contractors, and agents shall not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (iv) to the fullest extent permitted by law, Seller shall indemnify and hold Buyer and its agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorneys' and other professional fees, settlements and judgments) for damages to the property of or personal injuries (including death) to Buyer, its employees or agents, or any other person or entity to the extent arising from or in connection with Seller's work on Buyer's premises or Seller's use of Buyer's property.

b. Seller's obligations under this Section 13 to defend and indemnify shall apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise and, to the maximum extent permitted by applicable law, Seller's indemnification obligations shall apply even as to losses caused in whole or in part by an indemnified party's negligence, except to the extent that losses resulted solely and directly from the gross negligence or willful misconduct of such indemnified party. Buyer has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth in this Agreement, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller. The indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the benefit of Seller under Workers' Compensation Acts, or laws governing occupational diseases, disability benefits or other employee benefits.

14. Insurance. If Seller is required or intends to have its employees of sub-contractors on any of Buyer's premises in connection with the services or product being provided under this or any other Purchase Order, then Seller shall maintain and require its subcontractors to maintain, the following insurance coverages and, upon request, provide a current certificate of insurance evidencing such coverage: i) comprehensive general liability insurance in the amount of \$1,000,000 per occurrence ii) comprehensive automobile liability insurance in the amount of \$1 million per occurrence, iii) umbrella excess coverage on each of these coverages in the amount of \$2,000,000 per occurrence and aggregate, and (iv) workers compensation in the required statutory amounts covering all employees engaged in the performance of this Purchase Order for claims arising under any applicable workers' compensation, occupational disease or health and safety laws and or regulations. Upon Buyer's request, Seller's insurance coverage will name Buyer and its affiliates (as applicable) as "additional insured(s)" and the coverage will be in such amounts sufficient to cover obligations set forth herein or in such amounts specifically set forth on Buyer's Insurance Addendum which when published, will form part of the Purchase Order. Seller hereby waives all mechanics' liens and claims and agrees that none shall be filed or maintained against Buyer's premises on account of any Supplies and shall cause all its subcontractors, materialmen and suppliers (and subcontractors of such parties) to provide similar waivers and agreements in form satisfactory to Buyer. If Buyer has requested to be named as an additional insured, then the certificate of such insurance shall provide that Buyer shall receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. The existence of insurance shall not release Seller of its obligations or liabilities under the Purchase Order.

15. Prohibition Against Assignment. No assignment of this Purchase Order or any interest therein, or any payment due or to become due hereunder, shall be made by Seller without obtaining the prior written consent of this Buyer.

16. Other Agreements. Seller agrees to defend and save harmless Buyer and its subsidiaries, its and their successors and assigns, customers and users of its and their products, against all claims at law or in equity and from all expenses, damages, claims or demands arising out of the death or injury to any person or damage to property alleged to have resulted from or in connection with the Goods, and upon tender of any suit or claim to Seller, to defend the same at Seller's expense as to all costs, attorneys' fees and damage. In the event of Seller's breach of any obligation in connection with this Purchase Order, Buyer may, in addition to all other remedies, recover court costs and attorney's fees expended in connection with such breach as well as prejudgment interest at the maximum legal rate, not to exceed 18% per annum computed monthly in advance. This Purchase Order is to be construed according to and governed by the applicable laws of the place of Buyer's address shown on the Purchase Order and be subject to the exclusive jurisdiction of the courts located in the county of Buyer's office shown on the Purchase Order. With respect to contracts formed in other or non-U.S. jurisdictions, the parties agree to exclusive jurisdiction in Indiana State courts located in DeKalb County,

Adopted 12/2014

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Indiana, or the U.S. District Court in the Northern District of Indiana having preferred venue over matters arising solely within DeKalb County, Indiana without regard to that jurisdiction's law regarding conflicts of law.

17. Exclusion of Prior Dealing. These terms and conditions and those on the face of the Purchase Order are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. It is the intent of the parties to negate the effect of any prior course of dealing in the construction and interpretation of this agreement, and no such prior course of dealing shall be read into this Agreement for any purpose whatsoever.

18. Anti-discrimination. The provisions of Section 202, paragraphs 1 through 7 of Executive Order No. 11246 of September 24, 1963, as amended, or similar laws or orders of non-United States jurisdictions, are incorporated herein by reference, and to the extent any such laws are applicable to the Seller, the Seller agrees to comply therewith and not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or other protected class.

19. Rehabilitation. Unless this Purchase Order is exempted by the Rules and Regulations of the Secretary of Labor issued pursuant to Section 741.3 of Executive Order No. 11758, there is incorporated herein by release parts A through C of the contract clause in compliance with Section 503 of the Rehabilitation Act of 1973.

20. Conflict-Area Minerals. Seller warrants that at all times the Goods shall not contain or consist of "Minerals from Conflict-Affected and High Risk Areas" as determined from time to time by the U.S. Secretary of State or other U.S. government agency. Further, Seller shall at all times exercise due-diligence to assure that this requirement is met. Specific reference is made to compliance with the then-current edition of "OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High Risk Areas," and shall provide reasonable evidence of such compliance upon Buyer's request.

21. Jurisdiction and Venue. This Purchase Order shall be subject to the exclusive jurisdiction and venue of the courts located in DeKalb County, Indiana or the U.S. District Court in Fort Wayne, Indiana. Indiana law shall exclusively apply without reference to its choice of law provision.