

**BOYCE INDUSTRIES GROUP INC.
TERMS AND CONDITIONS OF SALE**

Thank you for doing business with Boyce Industries Group Inc. further known as "Boyce". Please note that your purchase(s) from Boyce is, and at all times shall be, subject to the terms and conditions set forth below. Any and all sales of goods, services, materials or supplies ("Goods") from Boyce, to any purchaser of such Goods ("Buyer") shall be subject to these Terms (as defined below), which shall supersede, and take the place of, any different or additional terms set forth on any of Buyer's purchase orders, order forms, order acknowledgements or any other written documentation evidencing or facilitating Boyce sale of Goods to Buyer and/or order of Goods by Buyer from Boyce ("Purchase Documents.")

TERMS AND CONDITIONS

1. AGREEMENT. By ordering goods or services from Boyce, Buyer hereby agrees to all of the terms and conditions set forth herein and in any attachments hereto (the "Terms"). These Terms shall supersede, and take the place of, any different or additional terms in Buyer's requests for quote(s), purchase acknowledgement, purchase order, or any other document or agreement used to facilitate Buyer's purchase of goods, materials, supplies or services from Boyce, and in the event any conflict arises between these Terms and such different or additional terms, these Terms shall always control. Acceptance of any and all purchase orders placed with Boyce is subject, at all times, to the written acceptance and approval of Boyce.

2. PAYMENT. Invoices shall be issued by Boyce to Buyer in accordance with Boyce's customary invoicing procedures. Invoices shall be due and payable by Buyer in lawful money of the United States of America promptly following Boyce's issuance thereof and in accordance with all terms and conditions set forth therein, unless otherwise specifically agreed in writing. All amounts owed by Buyer to Boyce that are not timely paid in accordance with these Terms and the applicable invoice shall be charged a one and one-half percent (1.5%) late fee per month ("Late Fee") beginning on the first day of the second month following Boyce's delivery of the applicable Goods to Buyer; provided, however, that such Late Fee shall not exceed the maximum charge permitted by applicable law. If Buyer fails to timely remit payment of any amount owed to Boyce and such failure continues for, in Boyce's sole and exclusive discretion, an unreasonable period of time, Boyce may, in its sole and exclusive discretion and in addition to all other rights and remedies of Boyce set forth in these Terms and applicable law, defer further shipment of Goods until such payments are made, or cancel the applicable purchase order and/or any future order(s) placed by Buyer with Boyce. Further, Boyce reserves the right, even after partial shipment to Buyer of any Goods or materials purchased from Boyce, to require from Buyer satisfactory security for performance of Buyer's obligations, and refusal to furnish such security will entitle Boyce to suspend or, in the sole discretion of Boyce, cancel any current or future shipments until such security is furnished.

3. TITLE: Except with respect to Goods sold pursuant to a conditional agreement between Boyce and Buyer, all sales by Boyce to Buyer shall be final, and, unless otherwise provided in the applicable accepted purchase order, title to any Goods sold by Boyce to Buyer shall pass upon actual delivery of said Goods at the place where Buyer receives delivery of the Goods.

4. INSPECTION OF GOODS. Buyer acknowledges that it is Buyer's responsibility, immediately upon receipt of any Goods from Boyce, to inspect each of such Goods for conformity and defects. If Buyer determines that any Goods received from Boyce do not conform to the applicable purchase order, whether due to shortage, defect, non-conformity or otherwise, Buyer shall, within five (5) calendar days of Buyer's receipt of such Goods, provide written notice to Boyce and afford Boyce a reasonable opportunity to inspect and cure any such alleged defect, shortage or non-conformity. Any and all claims for shortage of Goods or deductions for erroneous charges must be submitted to Boyce in writing within fifteen (15) calendar days of delivery of the applicable Goods from Boyce. Unless, following inspection by Boyce, Boyce confirms in

writing the existence of one or more defects or non-conformities on any Goods delivered to Buyer by Boyce, and mutually agreed arrangements are thereafter made for such defective or non-conforming Good's replacement (or credit in lieu thereof), no Goods will be returnable to Boyce nor credited or replaced.

5. CHANGES; PERMISSABLE VARIATIONS. All Goods produced by Boyce and purchased by Buyer are subject to (i) mill tolerances and variations in respect to dimensions, weight, straightness, sectioning, surface conditions, composition, mechanical properties, internal conditions and quality; (ii) deviations from such tolerances and variations consistent with practical and/or industry standard testing and inspection methods; and (iii) regular mill practices with respect to over-shipments and under-shipments. Any representations or certifications by Boyce shall be limited by this Section 5.

6. DISCLAIMER OF WARRANTIES. Boyce warrants solely that any Goods produced Boyce and shipped to Buyer will materially conform to the description(s) and specification(s), if any, set forth in the applicable purchase order placed by Buyer and accepted in writing by Boyce Buyer expressly acknowledges that, if any drawing, model or sample was shown by Boyce to Buyer prior to Buyer's purchase of any Goods or services from Boyce, such drawing, model or sample shall be deemed to be solely for illustration purposes, and Buyer acknowledges that any Goods or services received from Boyce may not precisely conform to such drawing, model or sample. **THE GOODS SOLD UNDER THIS AGREEMENT ARE OTHERWISE PURCHASED BY BUYER "AS IS" AND "WITH ALL FAULTS" AND BOYCE MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND RELATING THERETO, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY AND EXPRESSLY DISCLAIMED.**

7. NO LIABILITY FOR CONSEQUENTIAL OR SPECIAL DAMAGES/LIMITATION OF REMEDIES. UNDER NO CIRCUMSTANCES SHALL BOYCE BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES BASED ON LOSS OF GOODWILL, LOSS OF SALES REVENUE OR PROFITS, WORK STOPPAGE, DELAY, PRODUCT FAILURE, IMPAIRMENT OF GOODS OR OTHERWISE, REGARDLESS OF WHETHER SUCH CLAIM OR CLAIMS ARISE OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT OR OTHERWISE, AND IN ANY CASE, BOYCE'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES SUSTAINED, OR ALLEGEDLY SUSTAINED, BY BUYER OR OTHERS, ARISING OUT OF, OR BY REASON OF, BUYER'S PURCHASE OF GOODS OR SERVICES FROM BOYCE AND/OR THESE TERMS, SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE APPLICABLE GOODS OR SERVICES RECEIVED BY BOYCE FROM BUYER.

8. ENFORCEMENT OF TERMS; NO WAIVER. Any forbearance or failure of Boyce to enforce any provisions of these Terms, or to exercise any right or remedy arising from any default of Buyer hereunder, shall not affect or impair Boyce's rights hereunder or under applicable law, and no such forbearance or failure shall be construed as a waiver of Boyce's rights to act or to enforce each and every provision of these Terms and any other remedy available to Boyce under applicable law.

9. PRICES; TAXES. Any and all prices for Goods and services provided or performed by Boyce, whether such prices are set forth herein, in any Purchase Documents, in any published quotes or online, or in any other document or agreement used to facilitate Buyer's purchase of Goods or services from Boyce, are subject to change at any time in Boyce's sole and exclusive discretion, in order to reflect material increases to Boyce's supplier or raw material prices in effect at the time of shipment of Goods or performance of services. Unless otherwise indicated, prices are exclusive of all city, state, federal and international taxes, customs duties or tariffs. Any such charges which Boyce may be required to collect or remit under any existing or future law with respect to the sale, delivery, storage, processing, use, or

consumption of any Goods or services purchased or ordered from Boyce by Buyer, shall be for the account of Buyer, and Buyer shall promptly pay the full amount thereof to Boyce upon demand.

10. CONFIDENTIAL INFORMATION; NON-DISCLOSURE. All drawings, specifications, artwork, patterns, models, samples, molds, jigs, tooling or other non-public information furnished by Boyce to Buyer, including, without limitation, these Terms (“Boyce Materials”), regardless of whether the provision of such Boyce Material was instrumental in Buyer’s decision to purchase Goods or services from A Boyce, shall be deemed to be the personal property and confidential information of Boyce All such Boyce Material will be treated and protected by Buyer as strictly confidential, and will not be disclosed to any third party without the prior written consent of Buyer; provided, however, that Buyer may disclose such Boyce Material within Buyer’s organization or to any contractors only on a need-to-know basis as necessary to purchase, or to thereafter use and operate such Goods services purchased from Boyce.

11. CONFLICT WITH APPLICABLE LAW; SEVERABILITY. No specific provision of these Terms shall be effective to the extent that such provision may be illegal or unenforceable. If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of these Terms, and the effect thereof shall be confined to the provision as to which such adjudication is specifically made.

12. FORCE MAJEURE. Boyce shall not be liable for any failure or delay in the performance of its obligations or duties hereunder or under any of the Purchase Documents, nor for any claims, damages, or liability which arises therefrom, if such failure or delay directly or indirectly results from fire, explosion, flood, earthquake, war, terrorism, pandemic, riot, insurrection, civil disturbance, accident, storm, interruption or delay in transportation, shortage, strike or other labor dispute, inability to obtain materials and supplies, acts of government, any act of God, or any other occurrence reasonably beyond Boyce’s reasonable control.

13. MODIFICATION. No change, modification or adjustment to these Terms, nor to any Purchase Document or related order of Goods or services placed by Buyer with Boyce, shall be effective unless agreed upon in writing by authorized representatives of both Buyer and Boyce.

14. ENTIRE AGREEMENT; SURVIVABILITY; GOVERING LAW AND VENUE. These Terms, along with any applicable additions or modifications accepted by Boyce in writing in any of the Purchase Documents, constitute the entire final written agreement between the parties and constitute a complete and exclusive statement of all of the terms and conditions of Buyer’s order of Goods or services from Boyce Sections 6-8, and 10-14 of these Terms shall indefinitely survive the termination or expiration of these Terms and any applicable Purchase Documents. These Terms, all Purchase Documents and the relationship between Boyce and Buyer shall be governed by, and construed according to, the laws of the State of Indiana, irrespective of any choice of law principles. Any and all disputes arising in any way under these Terms or any applicable Purchase Documents shall be brought and heard exclusively in the State or Federal courts located in Marion County, Indiana, and Buyer hereby waives any and all rights to claim forum non convenience.

15. ASSIGNMENT. Buyer’s purchase order from Boyce, inclusive of Buyer’s duties under these Terms, may not be delegated or assigned by Buyer without Boyce’s express written consent, and any assignment attempted without such consent shall be null and void *ab initio*, and shall effect, at Boyce’s sole option, a cancellation of all of Boyce’s obligations hereunder and thereunder. Boyce may, without the consent of Buyer, assign its rights and duties under these Terms or under any applicable Purchase Documents to any affiliate of Boyce, including, without limitation, any entity to which a substantial portion of Boyce’s equity or assets are sold or otherwise transferred.