

MICO WIRE & BAR, LLC'S GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Applicability.

(a) These terms and conditions of purchase (these "**Terms**") are the only terms and conditions that govern the purchase of goods the ("**Goods**") and services the ("**Services**") by Mico Wire & Bar, LLC ("**Purchaser**") from the seller identified in any purchase order issued by Purchaser ("**Seller**"). Purchaser and Seller shall each be referred to herein as a "**Party**" and shall collectively be referred to as the "**Parties**". Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of the Goods or Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) These terms are incorporated into each purchase order that Purchaser issues to Seller ("**Purchase Order**"). Each Purchase Order with these Terms incorporated shall be referred to as "this **Agreement**" and comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Seller's general terms and conditions of sale regardless of whether or when Seller has submitted its sales confirmation or such terms. This Agreement expressly limits Seller's acceptance to the terms of this Agreement. Fulfillment of a Purchase Order into which these Terms are incorporated constitutes acceptance of these Terms.

2. Delivery of Goods and Performance of Services.

(a) Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing by the Parties (the "**Delivery Date**"). If Seller fails to deliver the Goods in full on the Delivery Date, Purchaser may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Purchaser against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date.

(b) Unless otherwise agreed to in writing by the Parties, Seller shall deliver all Goods to: 317 Cary Point Drive, Cary, Illinois, 60013 (the "**Delivery Point**") during Purchaser's normal business hours or as otherwise instructed by Purchaser. Seller shall pack all goods for shipment according to Purchaser's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition.

(c) If the Goods sold by Seller to Purchaser consist of metal material, Seller shall provide Purchaser with a material certification that shall state: the heat/lot number

of the material, the type of metal, the size of the material, the weight of the material, the chemical composition of the material, and the tensile strength of the material (the "**Material Certification**").

(d) Seller acknowledges that time is of the essence with respect to Seller's obligations hereunder and the timely delivery of the Goods and Services.

3. Quantity. If Seller delivers less than 10% of the quantity or amount of Goods ordered, Purchaser may reject the Goods. Any such rejected Goods shall be returned to Seller at Seller's sole risk and expense. If Purchaser does not reject the Goods and instead accepts the delivery of the Goods at the reduced quantity or amount, the Price for the Goods shall be adjusted on a pro-rata basis.

4. Shipping Terms. Delivery shall be made FOB Delivery Point. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to the Purchase Order.

5. Title and Risk of Loss. Title and risk of loss passes to Purchaser upon delivery of the Goods at the Delivery Point.

6. Inspection and Rejection of Nonconforming Goods. Purchaser has the right to inspect the Goods on or after the Delivery Date. Purchaser, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Purchaser rejects any portion of the Goods, Purchaser has the right, effective upon written notice to Seller, to: (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Purchaser requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Purchaser may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to 18 of these Terms. Any inspection or other action by Purchaser under this Section shall not reduce or otherwise affect Seller's obligations under this Agreement, and Purchaser shall have the right to conduct further inspections after Seller has carried out its remedial actions. The remedies provided in this Section 6 shall not constitute Purchaser's exclusive remedies for the delivery of nonconforming goods.

7. Price. The price of the Goods and Services is the price stated in the Purchase Order (the "**Price**"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, customs duties, fees, and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Purchaser.

8. Payment Terms. Seller shall issue an invoice to Purchaser on or any time after the completion of delivery and only in accordance with these Terms. Without prejudice to any other

right or remedy it may have, Purchaser reserves the right to set off at any time any amount owed to it by Seller against any amount payable by Purchaser to Seller.

9. Seller's Obligations Regarding Services. Seller shall:

(a) before the date on which the Services are to start, obtain, and at all times during the term of this Agreement, maintain, all necessary licenses and consents and comply with all relevant laws applicable to the provision of the Services;

(b) maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Seller in providing the Services in such form as Purchaser shall approve. Upon Purchaser's written request, Seller shall allow Purchaser to inspect and make copies of such records and interview Seller personnel in connection with the provision of the Services;

(c) obtain Purchaser's written consent, which may be given or withheld in Purchaser's sole discretion, prior to entering into agreements with or otherwise engaging any person or entity, including all subcontractors and affiliates of Seller, other than Seller's employees, to provide any services to Purchaser (each such approved subcontractor or other third party, a "**Permitted Subcontractor**"). Purchaser's approval shall not relieve Seller of its obligations under the Agreement, and Seller shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Agreement as if they were Seller's own employees. Nothing contained in this Agreement shall create any contractual relationship between Purchaser and any of Seller's subcontractors or suppliers;

(d) require each Permitted Subcontractor to be bound in writing by the confidentiality provisions of this Agreement;

(e) ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of the Seller, are properly licensed, certified or accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services; and

(f) ensure that all of its equipment used in the provision of the Services is in good working order and suitable for the purposes for which it is used, and conforms to all relevant legal standards and standards specified by the Purchaser.

10. Change Orders. Purchaser may at any time, by written instructions and/or drawings issued to Seller (each a "**Change Order**"), order changes to the Services. Seller shall within 7 days of receipt of a Change Order submit to Purchaser a firm cost proposal for the Change Order. If Purchaser accepts such cost proposal, Seller shall proceed with the changed services subject to the cost proposal and the terms and conditions of this Agreement. Seller acknowledges that a Change Order may or may not entitle Seller to an adjustment in Seller's compensation or the performance deadlines under this Agreement.

11. Warranties.

- (a) Seller warrants to Purchaser that the Goods will:
 - (i) be free from any defects in workmanship, material and design;
 - (ii) conform to any applicable specifications, drawings, designs, samples and other requirements specified by Purchaser;
 - (iii) be fit for their intended purpose and operate as intended;
 - (iv) be merchantable;
 - (v) be free and clear of all liens, security interests or other encumbrances; and
 - (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

In addition to the foregoing, if the Goods are metal material, Seller further warrants that, the material is the type of metal specified in the Purchase Order, and the heat/lot number of the material, the type of metal, the size of the material, the weight of the material, the chemical composition of the material, and the tensile strength of the material are as set forth in any Material Certification related to the Goods provided by Seller to Purchaser.

All of these warranties survive any delivery, inspection, acceptance or payment of or for the Goods by Purchaser.

(b) Seller warrants to Purchaser that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(c) The warranties set forth in this Section 11 are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Purchaser's discovery of the noncompliance of the Goods or Services with the foregoing warranties.

(d) If Purchaser gives Seller notice of noncompliance pursuant to this Section related to any Goods sold by Seller to Purchaser, Seller shall, at its own cost and expense, promptly replace or repair the defective or nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Goods to Seller and the delivery of repaired or replacement Goods to Purchaser.

(e) If Purchaser gives Seller notice of noncompliance pursuant to this Section related to any Services sold by Seller to Purchaser, Seller shall re-perform any deficient Services.

(f) The remedies set forth in this Section 11 shall not be Purchaser's exclusive remedies for any Good or Service sold by Seller to Purchaser that is nonconforming, defective, deficient, or otherwise fails to comply with the warranties of this Section 11. The remedies set forth in this Section 11 shall also not constitute Seller's entire liability for any Good or Service sold by Seller to Purchaser that is nonconforming, defective, deficient, or otherwise fails to comply with the warranties of this Section 11.

12. No Limitation of Liability. Notwithstanding any provision of any quote, sales acknowledgment, or other document provided by Seller to Purchaser, there shall be no limitation imposed upon Seller's liability or upon either the amount or type of damages that Purchaser may recover from Seller in any action related to the Goods or Services sold by Seller to Purchaser.

13. General Indemnification by Seller. Seller shall defend, indemnify and hold harmless Purchaser and its affiliates, successors and assigns and their respective members, managers, directors, officers, shareholders, agents and employees (collectively, "**Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by the Indemnified Parties (collectively, "**Losses**") arising out of or occurring in connection with the Goods or Services purchased from Seller. Seller shall not enter into any settlement without Purchaser's prior written consent.

14. Intellectual Property Indemnification by Seller. Seller shall, at its expense, defend, indemnify and hold harmless Purchaser and any Indemnified Party against any and all Losses arising out of or in connection with any claim that the use, possession, or resale of the Goods or use of the Services by Purchaser or any other Indemnified Party infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. In no event shall Seller enter into any settlement without Purchaser's or Indemnitee's prior written consent.

15. Purchaser's Disclaimer of Any Duty to Indemnify. Notwithstanding anything contained in Seller's quote, proposal, sales acknowledgment, or any other document provided to Purchaser by Seller, to the fullest extent permitted by law, except as expressly provided for in these Terms, Purchaser disclaims any and all duty to indemnify, defend, or hold harmless Seller or any agent of Seller from and against any loss, damage, liability, deficiency, claim, action, judgment, settlement, interest, award, penalty, fine, cost, or expense of any kind whatsoever.

16. Insurance. Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than one million dollars per occurrence and three million dollars aggregate with financially sound and reputable insurers. Upon Purchaser's request, Seller shall provide Purchaser with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in these Terms.

17. Compliance with Law. Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Seller shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Seller. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Purchaser may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

18. Termination. In addition to any remedies that may be provided under these Terms, Purchaser may terminate this Agreement with immediate effect upon written notice to Seller, either before or after the acceptance of the Goods or the seller's delivery of the Services, if Seller has not performed or complied with any of these Terms, in whole or in part. If Purchaser terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted and Services accepted by Purchaser prior to the termination.

19. Waiver. No waiver by Purchaser of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Purchaser. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20. Confidential Information. All non-public, confidential or proprietary information of Purchaser, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Purchaser to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized in advance by Purchaser in writing. Upon Purchaser's request, Seller shall promptly return all documents and other materials received from Purchaser. Purchaser shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Seller at the time of disclosure; or (c) rightfully obtained by Purchaser on a non-confidential basis from a third party.

21. Assignment. Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Purchaser. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Purchaser may at any time assign or transfer any or all of its rights or obligations under this Agreement without Seller's prior written consent to any affiliate or to any person acquiring all or substantially all of Purchaser's assets.

22. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary

relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

23. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois.

24. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the Circuit Court of the 22nd Judicial Circuit (McHenry County), Illinois or the U.S. District Court for the Northern District of Illinois, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

25. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

26. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

27. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Insurance, Warranties, Indemnification, No Limitation of Liability, Compliance with Laws, Confidential Information, Governing Law, Waiver, Submission to Jurisdiction, and Survival.

28. Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each Party.