

STANDARD TERMS AND CONDITIONS

1. Acceptance. SIFCO hereby acknowledges that it has accepted CUSTOMER's order but only on the express condition that CUSTOMER agrees to the terms and conditions of our Invoice. Notice of objection is hereby given to any terms or conditions appearing on the CUSTOMER's purchase order, confirmation or other form which SIFCO has previously received or subsequently receives which are additional to, different from, or in any way inconsistent with the terms and conditions hereof, and such terms and conditions shall not be binding on SIFCO and shall not be considered applicable to the sale or shipment of goods or the performance of work hereunder. If the CUSTOMER will not purchase on the standard terms and conditions of sale contained herein, the CUSTOMER must have furnished a signed typewritten or handwritten statement to that effect within five days from receipt of this Invoice or before shipment of goods hereunder, whichever occurs first.

CUSTOMER's failure to object within five days from receipt of this order acknowledgement, or any acceptance of goods by CUSTOMER or any payment by CUSTOMER of any part of the purchase price shall be deemed to be a waiver of: (i) any terms contained in any of CUSTOMER's documents and/or (ii) any representation which negates, limits, extends or conflicts with this invoice form and shall signify CUSTOMER's acceptance of all of these terms and conditions notwithstanding any acknowledgement by SIFCO of CUSTOMER's purchase order or other document provided by CUSTOMER.

2. Prices. All prices set forth are subject to change without notice, unless SIFCO has expressly agreed in writing to price protection for a stated period.

3. Taxes. If SIFCO is required to pay any federal, state, local, or other government tax or duty of any kind (other than taxes imposed on the net income of SIFCO), it shall be added to the prices stated herein. CUSTOMER agrees to reimburse and save SIFCO harmless from all such taxes or duties, including interest and penalties thereon, which at any time may be payable to any government unit with respect to the sale of any goods or performance of any work.

4. Credit and Payment. SIFCO may, at its sole discretion, require CUSTOMER to submit satisfactory evidence of ability to pay, to provide adequate security for payment, or to pay cash before shipment or beginning work notwithstanding anything to the contrary contained in any blanket order or similar contract. All payments shall be in U.S. Dollars, without offset, back charge, retention or withholding of any kind.

5. Freight and Handling Charges. Unless otherwise expressly agreed, all freight charges are the responsibility of the CUSTOMER and are subject to adjustments for actual cost incurred by SIFCO. Special handling charges for rebottling and packaging of plating and preparatory solutions shipped by air in accordance with Department of Transportation regulations are the responsibility of the CUSTOMER.

6. Delivery. Unless otherwise specified, delivery will be FOB SIFCO's plant and CUSTOMER assumes all responsibility for risk of loss of, or damages to, any goods furnished hereunder upon delivery FOB SIFCO's plant.

7. Delays. If by reason of any contingency beyond SIFCO's control, including (but not limited to) war, governmental requests, restrictions or regulations, fire, flood, casualty, accident, or other acts of God, strikes or other difficulties with employees, delay or inability to obtain labor, equipment, material and services through SIFCO's usual sources, failure or refusal of any carrier to transport materials, delay in transport thereof, or any other similar occurrence and SIFCO is not able to meet the terms of this Agreement, SIFCO may, in its discretion and without liability or prior notice to CUSTOMER, postpone the delivery dates under this document for a time which is reasonable under the circumstances.

8. Substitutes/Changes and Improvements. SIFCO reserves the right to change or modify the design and the construction of any of its goods, or to substitute material equal or superior to that originally specified, unless limited to the contrary on the face hereof. Description of product specifications as stated herein may be only approximate and is therefore subject to revision by SIFCO.

9. Termination, Cancellation, and Modification. Orders cannot be terminated, cancelled or modified, or shipment deferred after acceptance of CUSTOMER's order by SIFCO except with SIFCO's written consent and subject to conditions then agreed upon which shall indemnify SIFCO against liability and expense incurred and commitments made by SIFCO and which will provide for a profit on work in process, products or parts completed and ready for shipment and any other work completed in accordance with this order. SIFCO shall be entitled to request reasonable assurances that CUSTOMER will accept and pay for any goods or work performed, including but not limited to requiring payments on account or in advance, if SIFCO believes that CUSTOMER may not accept and pay for goods when delivered or work when performed. Until such assurances are received, SIFCO shall be entitled to stop work in progress, stop work on goods, cancel any agreement to sell goods, sue for and recover the purchase price or any expenses incurred to the date of cancellation, resell goods to a third party, or exercise any other remedy available at law or in equity.

10. Claims. Claims for shortage of goods or for mistakes or errors in billing must be presented within ten days from the date of receipt of goods and must state the packing slip number applicable to the claim. Any claim not so presented will be conclusively deemed waived.

11. Returned Goods. No goods may be returned without prior written approval in the form of a "Return Material Authorization (RMA)" by SIFCO. Goods may be returned for credit if unused and in perfect condition, such condition to be solely based upon the opinion of SIFCO. All returns are subject to a 25% restocking charge.

12. LIMITED WARRANTY. SIFCO warrants that its power packs and motorized auxiliary equipment are free from defects in workmanship and materials for one year from the date of purchase. This express warranty is not applicable to failure of or damage to the power pack or Motorized auxiliary equipment

caused by mishandling and/or other abuse. SIFCO warrants that goods other than its power packs and motorized auxiliary equipment are free from defects in workmanship and materials at the time of shipment.

SIFCO warrants that SIFCO conveys good title to any goods conveyed by this Agreement, although SIFCO shall retain and is hereby granted by CUSTOMER a security interest in all goods sold until the purchase price is paid. CUSTOMER agrees to execute any other documents to perfect said security interest at the request of SIFCO.

SIFCO will, at its sole option, credit, repair or replace, goods supplied by SIFCO which SIFCO's examination shall disclose to SIFCO's sole satisfaction are defective in workmanship or material and which SIFCO determines meet the criteria specified in the first paragraph of this Article 13. Credit, repair or replacement will be preconditioned upon examination of the goods by SIFCO and if requested by SIFCO, return of the goods to SIFCO at its direction and expense. SIFCO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE, ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN GOODS OR FROM THE USE OF ANY DEFECTIVE GOODS. THE REMEDIES SET FORTH HEREIN SHALL CONSTITUTE THE EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMER AND ARE IN LIEU OF ALL OTHER REMEDIES.

EXCEPT AS SPECIFICALLY STATED IN THE FOREGOING SENTENCES OR REQUIRED BY LAW, SIFCO MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR CUSTOMER'S PARTICULAR USE OR PURPOSE NOR ANY OTHER WARRANTIES EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, SIFCO EXPRESSLY DISCLAIMS ALL ORAL WARRANTIES AND WARRANTIES APPEARING IN SALES LITERATURE OR OPERATING MANUALS AND DOES NOT WARRANT THE ACCURACY OR SUFFICIENCY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO CUSTOMER IN CONNECTION WITH THE SALE OF GOODS HEREUNDER.

13. Indemnification. CUSTOMER shall indemnify, defend and hold SIFCO and its officers, directors and employees harmless from and against any and all liability, damage, loss, cost or expense (including reasonable attorneys' fees and cost) of any kind or nature arising out of any third party claim or suits connected in any way with CUSTOMER's purchase, use or sale of goods under this Agreement or any conduct, act, or omission of CUSTOMER.

14. Government Safety Standards. SIFCO makes no representation of compliance with the regulations for standards issued by any government agency or of any other safety and health statutes, regulations or ordinances which may be applicable to these goods, except as otherwise specifically agreed to by SIFCO in writing.

15. Fair Labor Standards. All goods covered by this Agreement will be produced in conformity with all applicable provisions of the Fair Labor Standards Act of 1938 as amended.

16. Disputes. A dispute arising out of this Agreement, including any interpretation of the performance or non-performance thereof shall be settled by three arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected.

For any subsequent court proceeding arising out of or in relation to any purchase of goods or services by CUSTOMER, the CUSTOMER agrees to submit to the jurisdiction of the Court of Common Pleas, Cuyahoga County, Ohio and of the United States District Court, Northern District of Ohio. CUSTOMER agrees to indemnify and pay SIFCO for any attorneys' fees, collection costs or any other costs of any kind or nature incurred by SIFCO in collecting any amount due SIFCO from the CUSTOMER or its successors or assigns or in defending against any claim asserted by CUSTOMER or its successors or assigns against SIFCO which is later dismissed or not sustained by any court of competent jurisdiction or any appellate court. All of SIFCO's remedies hereunder shall be cumulative and not exclusive.

17. Interpretation. Any sale of or agreement to sell goods or perform work shall be governed by this document except for preemptive provisions of the Uniform Commercial Code as enacted and interpreted according to the laws of the State of Ohio. If any provision of this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein.

18. Patents Proprietary Designs and Trade Secrets. CUSTOMER is entitled to use and sell goods sold under this Agreement which are subject to patents owned, or controlled by SIFCO or under which SIFCO is licensed, but CUSTOMER is not thereby granted any right or license in the patents.

CUSTOMER shall respect and protect the confidentiality of any unpatented knowledge or information concerning SIFCO's products, methods, or manufacturing processes which SIFCO may disclose to CUSTOMER incident to the use or manufacturer of goods covered by this Agreement.

19. Waiver. The waiver by SIFCO of any breach under this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature.

20. Default. In the event the CUSTOMER becomes insolvent or makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts as they mature or if a trustee or receiver of CUSTOMER or of any significant part of Customer's assets is appointed by any Court or if a proceeding is instituted under any provision of the federal bankruptcy law or any state insolvency law by or against CUSTOMER and is acquiesced to or is not dismissed within thirty (30) days or results in an adjudication in bankruptcy or insolvency or if CUSTOMER fails, or appears to be unable, to perform any of its obligations in accordance with the terms and conditions of any contract between CUSTOMER and SIFCO, then SIFCO may (a) cancel any of Customer's orders in whole or in part by written notice to CUSTOMER, (b) require CUSTOMER to make full payment to SIFCO prior to shipment of any order in whole or in part, (c) declare any other obligations of CUSTOMER to SIFCO immediately due and payable, and/or (d) institute collection proceedings in any court of competent jurisdiction.

21. Freight and Handling Charges For International Sales. In the event that any goods are to be shipped to destinations beyond the continental limits of the USA, all fees and expense relating to export documentation, export packing, marking and/or importation into the country of destination shall be the responsibility of the CUSTOMER. SIFCO will prepare consular documentation according to CUSTOMER'S instructions, but shall have no liability for any loss or expense arising there from.

22. Credit and for International Sales. In the event goods are to be shipped to Destinations beyond the continental limits of USA, then within 30 days after execution of this agreement, CUSTOMER shall obtain an irrevocable confirmed letter of credit from a financing agency of good international repute that is acceptable to SIFCO. The letter of credit shall be in the amount of the contract price and shall name SIFCO as beneficiary. The letter of credit shall be confirmed by the financing agency and shall not satisfy this Agreement unless so confirmed.

23. Captions. The section captions herein are for reference only and shall in no way limit or define the meaning of the provisions hereof.

24. Entire Agreement. This document contains the entire agreement between the SIFCO and the CUSTOMER and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either party.