1. All sales of goods by Confer Plastics, Inc. ("Confer") to Buyer are made pursuant to the following terms. No other or additional terms or conditions are or will be accepted by Confer and are hereby expressly rejected.

2. Any quotation from Confer to Buyer is made on the basis that there shall be one continuous production run at mold capacity and that parts are to be shipped as produced. Orders for quantities less than specified in any quotation or releases against an order of lesser quantities than specified in any quotation are subject to an increase in the price per piece and/or a set-up charge. Buyer may not cancel, modify, change or reduce any order without the written consent of Confer.

3. Molded pieces will be shipped and billed and shall be paid for at the approximate rate of production. Confer does not carry special molded parts in stock.

4. Delivery of ten percent more or less than the quantity specified shall constitute fulfillment of the order and any excess, not exceeding ten percent, shall be taken and paid for by Buyer.

5. All orders or parts thereof are subject to approval of Confer's credit department and executive office. Confer shall have the right to modify, change or withdraw credit terms at any time, without notice, and to request guarantees, security or payment in advance of the amount of credit involved.

6. Delivery of the goods shall be FOB Confer's manufacturing facility. Title to all goods and all risk of loss or damage with respect thereto will be passed to Buyer upon delivery of the goods to the carrier. Confer warrants that all goods delivered or shipped shall be free and clear of all liens or encumbrances.

7. Buyer agrees to pay for modifications in molds and tools made necessary by changes in specification accepted by Confer. Changes of design, deliveries or instruction of any kind must be submitted in writing. Molds furnished by Buyer shall be maintained at Buyer's sole expense and Buyer shall be responsible for all costs related to any changes in the molds and tools deemed necessary by Confer for production.

8. In consideration of the engineering services necessary in the designing of molds and tools, Buyer hereby agrees to pay Confer an additional charge of thirty percent above the quoted price of said molds and tools when Buyer demands delivery thereof. The aforesaid thirty percent additional charge, and the payment of such charge, shall be a condition precedent to any obligation on the part of Confer to deliver such molds and tools. Title to the molds and tools, and all risk of loss or damage with respect thereto, will be passed to Buyer upon delivery of the molds and tools to the carrier. Buyer agrees to accept such molds and tools "AS IS." Special fixtures, models, patterns, etc. used in the course of making such molds and tools shall remain the property of Confer.

9. Confer agrees to maintain all molds and tools built by Confer in operating condition while such molds and tools are in Confer's possession. In connection therewith, Confer will make ordinary repairs to such molds. When molds or major parts thereof become worn due to use and replacement is necessary, all repairs will be at Buyer's sole expense.

10. Component parts supplied by Buyer shall be of sufficient quantity and quality and delivered FOB Confer's facility, all charges prepaid, at an appropriate time. Said components must be uniform, clean, accurate and free from defects. Buyer shall be responsible for all costs incurred by Confer as a result of defective or substandard components and/or insufficient quantities or late deliveries. Confer will perform a physical count of all component parts when received by Confer and Buyer agrees to be bound by that physical count.

11. Buyer agrees to defend, indemnify and hold Confer harmless against any and all costs, damages, liabilities, judgments, decrees, claims and expenses, including but not limited to reasonable attorney's fees and court costs, or any other loss that Confer might sustain by reason of the manufacture of goods according to the plans and specifications furnished to Confer by Buyer, or the sale, use or performance of such products, including claims of infringement of patents or trademarks.

12. Confer shall not be liable for damages arising from its failure to make or delay in making delivery of any goods because of fire, flood, strikes, riots, car shortage, embargoes on freight of any government, accidents, insurrections, lockouts, breakdown of machinery, loss or damage of goods in transit, delay of carriers, act of civil or military authorities, acts of God, or any circumstances or other unavoidable cause beyond Confer's control, except for its own gross negligence. Confer will be excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby, and during the continuance of any such happening or event this agreement will be deemed suspended so long as and to the extent that any such cause prevents or delays Confer's performance.

13. Buyer acknowledges that ten (10) days after receipt of the goods will provide Buyer with a reasonable amount of time to inspect the goods. Therefore, the goods shall be subject to final inspection and acceptance by Buyer within ten (6836301: )