GENERAL TERMS AND CONDITIONS OF SALE

BONNEY FORGE CORPORATION HEREOFET HEREIN REFERRED TO AS "BF"

WARRANTY
BF expressly warrants to the Purchaser (the "Purchaser") that all BF products (each, a "Product") will be free from manufacturing defects for the one (1) year period immediately following the date of shipment (the "Warranty Period"). BF HEREBY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO BOTH THE PRODUCTS AND THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. The foregoing warranty shall not apply: (1) to any use of a Product in aircraft or aerospace applications ("Prohibited Applications"), (2) if a Product was not used as recommended and in accordance with approved installation and operating practices, (3) if the failure of a Product results from any cause other than a manufacturing defect, including but not limited to damage due to corrosive, abrasive or other wear normally to be expected in the use of the Product, (4) if the Product was modified or changed (unless written approval was given in advance by BF), and (5) if Purchaser fails to deliver written notice of such defect to BF during the Warranty Period.

EXCLUSIONS
The remedies provided herein shall be the exclusive remedy of Purchaser, and Purchaser shall, at its own expense, indemnify, defend and hold BF harmless against all claims or losses (including legal and accounting fees) that arise from or relate to the use of any Product in a Prohibited Application and Purchaser shall, at its own expense, indemnify, defend and hold BF harmless against all claims or losses (including legal and accounting fees) that arise from or relate to the use of any Product in a Prohibited Application.

PURCHASER'S REMEDIES
BF reserves the right to make partial shipments from time to time, and to tender invoices therefore which shall be due and payable as provided in said invoices and the paragraph entitled "REMITTANCES". If the Purchaser becomes overdue in any such partial payment, BF shall be entitled to suspend work and/or await self of other legal remedies.

SHORTAGES AND DAMAGES IN TRANSIT
Any claims for losses, damages, shortages, etc. must be made by Purchaser in writing within 10 days after receipt of shipment. Loss or damage to materials in transit is the responsibility of the carrier and not BF.

FREIGHT POLICY, TITLE AND RISK OF LOSS
BF reserves the right to make partial shipments from time to time, and to render invoices therefore which shall be due and payable as provided in said invoices and the paragraph entitled "REMITTANCES". If the Purchaser becomes overdue in any such partial payment, BF shall be entitled to suspend work and/or await self of other legal remedies.

PRICES
Prices, and other terms of sale and payment, are subject to change by BF without notice. Unless a contrary provision appears in this price schedule, quotation, or order acknowledgment, all prices shall be subject to withdrawal without notice at any time. Stenographic or clerical errors are subject to correction.

ACCEPTANCE OF ORDERS
All orders are subject to BF credit department approval prior to acceptance by BF.

REMITTANCES
All accounts are payable in United States funds, free of exchange, collection, or any other charges. If, in the sole discretion of BF, the financial condition of the Purchaser at any time is such that the Purchaser may not be able to pay forBF products in a timely manner, BF is entitled to require that Purchaser pay for Products on a prepayment basis. If the Purchaser fails to pay for any BF Products on a prepayment basis, BF shall, at its option, either (1) refuse to ship any Products ordered by the Purchaser, or (2) ship any Products at a discount. If the Purchaser pays for BF Products on a prepayment basis, BF is entitled to charge what it reasonably determines to be the price charged BF with respect to the sale of BF Products to the Purchaser.

PARTIAL SHIPMENTS AND PAYMENTS
BF reserves the right to make partial shipments from time to time, and to renderv invoices therefore which shall be due and payable as provided in said invoices and the paragraph entitled "REMITTANCES". If the Purchaser becomes overdue in any such partial payment, BF shall be entitled to suspend work and/or await self of other legal remedies.

TAXES
Unless otherwise specifically noted, the amount of any federal, state or local sales, use, occupancy, excise tax. or other tax of any nature, for which BF is legally liable, either voluntarily or through failure to be added in addition to the price quoted and BF agrees to pay same to BF.

DELAYS
All shipping dates are good faith estimates by BF. BF makes no guarantee to ship Products on any date. BF shall assume no obligation to ship Products on any date and BF shall not be liable for the failure to ship Product on any date. Materials slated to be in stock are subject to prior sales.

CANCELLATIONS AND SUSPENSIONS
Purchaser may cancel this order or contract, or delay work or delivery, only upon receipt of written notification by BF from Purchaser and with BF's prior consent, and upon agreement to pay BF's adjustment charge. Orders for special products (usually "price on application items") may be changed and/or cancelled only upon receipt of written instructions by BF from Purchaser and with BF's prior consent, and Purchaser shall make payment to BF for material used and work already performed.

RETURN OF MATERIAL
No Product may be returned without the prior written consent of BF. All goods returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless otherwise specified in writing by BF.

INDEMNITY
Purchaser shall defend, indemnify and hold BF and its affiliates harmless from any and all loss or damage sustained by BF and from and against all claims asserted against BF with respect to the Products covered hereunder arising in whole or in part of (1) failure of Purchaser, its agents, employees, or customers to follow specifications, instructions, warnings or recommendations furnished by BF or others; (2) failure of Purchaser, its agents, employees or customers to comply with all applicable legal requirements; (3) misuse of the Products by Purchaser, its agents, employees or customers; (4) misrepresentation by Purchaser as its agents, employees or customers; (5) the full extent of the negligence of Purchaser, its agents, employees or customers; or, (6) alleged infringement of any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of Purchaser or a third party as a result of BF's performance in accordance with Purchaser's designs, plans or specifications. Purchaser hereby waives and releases BF and its affiliates from all rights of contribution or indemnity to which it may otherwise be entitled.

GOVERNING LAW
The contract shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflict-of-law principles of any jurisdiction. BF and Purchaser agree that all actions and proceedings arising out of or relating to this Agreement shall be litigated exclusively in the state courts located in Beaver County, Pennsylvania and in the United States District Court for the Western District of Pennsylvania.

NO WAIVER
The failure of BF to exercise any of its rights under this Agreement for a Breach thereof shall not be deemed to be a waiver of any of such rights or shall not be deemed to be a waiver of any subsequent breach.

DIES, TOOLS AND PATTERNS
Dies, tools and patterns used by BF to produce any Product (collectively, the "Materiel") shall be and remain the exclusive property of BF. Purchaser agrees to pay same to BF.

ASSIGNMENT
No assignment of the Purchaser's rights or obligations may be made without the written consent of BF. All drawings, works of authorship, trade secrets, inventions, improvements or other items made or developed by or for BF in connection with the performance of its obligations hereunder (the "Works") shall be BF's property. Purchaser hereby assigns all right and title in and to such Works to BF. Purchaser shall not use or disclose any of BF's trade secrets or other confidential information, whether or not designated as such, except as required in connection with the use of the Products covered hereunder.

SEVERABILITY
To the extent any provisions hereof are held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other portions hereof, all of which provisions are hereby declared severable.