

STANDARD CONDITIONS OF SALE

ENTIRE AGREEMENT: Each party agrees that all sales of products by Alafacture, LLC, d/b/a Alabama Dynamics Company ("Alabama Dynamics" or "we" or "our") to a purchaser are governed by these Standard Conditions of Sale which supersede any other or inconsistent terms of either party. These Standard Conditions and the order for products from the purchaser and agreed by us ("Order") or other contract documents to which they apply constitute the entire agreement between the parties with respect to the products ("Agreement"). All references by us to purchaser's specifications and similar requirements are only to describe products and work covered hereby and no warranties or other terms will have any force or effect. No other terms of purchaser, no modification, amendment or waiver to this Agreement and no cancellation, change or return of any Order under this Agreement will be binding on us until agreed in writing by our authorized representative. Our acceptance of Orders, whether oral or written, and/or delivery of products to the purchaser is based on the express condition that the purchaser agrees to all of these Standard Conditions.

PRICES: All prices and quotations furnished by Alabama Dynamics are firm through the period shown on the face of the quotation, order or invoice. After expiration of the quotation date shown on the quotation, order or invoice, prices contained therein are subject to change without notice.

TAXES: Prices do not include state or local sales, use or similar taxes based on or measured by sales or use, which tax or taxes, whenever imposed, shall be payable by the purchaser and added to the quoted prices.

TERMS OF PAYMENT: We determine the credit of the purchaser by mercantile reports and ratings. To a purchaser whose credit we consider satisfactory, our payment terms are thirty days from date of invoice. Failure to make payments within thirty days from date of invoice is basis for legal action to be taken by Seller, and Buyer agrees to pay interest from that day and all costs of collection, including reasonable attorneys' fees, and hereby waives all rights of exemption under the laws of the State of Alabama. Overdue accounts are subject to a service charge of 1-1/2% per month or 18% per annum on any unpaid balance. To a purchaser whose credit we consider unsatisfactory, we may, in our discretion, require a deposit with confirmation of order and/or progress payments.

SHIPMENTS: Unless otherwise quoted, all shipments are EXW common carrier our plant, Calera, Alabama (per Incoterms 2010). Our responsibility ceases with the delivery of products to transportation companies. Delivery is not guaranteed at or to the destination. Claims for shortage or damage in transit shall be made by the purchaser against the carrier. In the absence of definite shipping instructions acceptable to us, we reserve the right to ship all products by any public carrier which we may select.

ADDITIONAL CHARGES: Additional charges will be made to cover the cost of unusual packing, delivery, engineering, servicing, overtime work, taxes, or any cost element not included in our price. All inspection fees by outside sources are for the account of the purchaser. Unless specifically quoted otherwise, all non-destructive testing fees will be for the account of the purchaser.

CANCELLATION AND DEFERRED DELIVERY: Orders placed with us cannot be cancelled, nor can deliveries of products made up or in process be deferred beyond the original date specified, except with our written consent and upon terms which shall indemnify us against all loss.

CONTRACTS: Orders resulting from quotations become contracts only upon issuance of our formal factory acknowledgement. If we make any stenographic or clerical error, same shall be subject to correction.

MATERIAL FURNISHED BY PURCHASER: Prices and deliveries of Products for which the purchaser furnishes material or patterns or tools are based on such items being received at a satisfactory time and in proper quantities and condition and with transportation charges prepaid to our plant. If serious defect is found in material or items furnished by the purchaser, we will notify purchaser and charge for all expenses incurred up to discovery of the defect. If a minor defect is found which can be repaired by us, we reserve the right to make an extra charge to cover the necessary repair work. We shall not be responsible for any loss of purchaser's material or other items by fire, tornado, flood, riot or other occurrence beyond our reasonable control.

WARRANTY AND LIABILITY: We agree to correct any defect in workmanship or material resulting from our act or omission which may develop under proper and normal use of our products during the period of 90 days from the date of shipment, by repair or by replacement EXW our factory of the defective part. In no event shall we have any responsibility as to products supplied by others or defects resulting from design. Correction of defects to the extent and under the conditions herein stated shall constitute a fulfillment of all our liabilities. THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER

WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW OR STATUTE OR ARISING FROM TRADE USAGE OR COURSE OF DEALING. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL ALABAMA DYNAMICS BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF GOODS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME OR CLAIMS OF A PURCHASER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. We shall incur no responsibility, expense or liability for repairs or alterations to products made without our written consent.

REJECTIONS: Claims of defective products must be filed in writing within ten days from receipt of same, if purchaser desires to reject the products. We then have the option of reinspection at the purchaser's plant or our plant before allowing or denying the claim. No product may be returned without first obtaining our written permission. Defects which we are willing to correct or which do not impair satisfactory service shall not be a cause for rejection.

CAUSES BEYOND OUR CONTROL: In no event shall we be liable for loss damage, detention or delay resulting from causes beyond our reasonable control, including but not limited to: fire, strike, civil or military authority, restrictions of the United States or any department, branch or representative thereof, insurrection or riot, embargoes, car shortages, wrecks or delays in transportation, delays of our suppliers howsoever caused, or inability to obtain necessary labor or materials; nor shall we in any event be liable for delay in delivery unless otherwise expressly agreed in writing.

PATENT OR TRADEMARK INFRINGEMENT: If the goods sold hereunder are to be prepared for manufacture according to the purchaser's specifications, the purchaser shall indemnify Alabama Dynamics against any claims or liability for patent or trademark infringement on account of such preparation or manufacture.

APPLICABLE LAW: All questions arising in connection with the quotation, any order submitted in connection therewith, the acknowledgment or counteroffer made in response to any such order or the sale of the goods covered hereby shall be resolved in accordance with the laws of the State of Alabama, without regard to its rules concerning conflicts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

COMPLIANCE WITH LAWS: Each party represents and warrants that it will comply in its performance hereunder with all applicable federal, state and local laws, codes, regulations, orders and ordinances, including without limitation: (A) all applicable laws and regulations regarding export controls, economic sanctions, trade embargoes and anti-boycott restrictions, and all applicable anti-corruption laws; (B) all applicable equal opportunity requirements including those set forth in U.S. Executive Order 11246, the U.S. Rehabilitation Act of 1973, as amended, and the U.S. Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and regulations promulgated thereunder, and laws prohibiting discrimination against any person because of any status protect by applicable laws in any term or condition of employment; and (C) all applicable laws and regulations addressing human trafficking and slavery. Each party agrees to indemnify, defend and hold harmless the other party and its employees from and against any and all claims, demands, costs, penalties and fines arising in connection with any alleged breach by the indemnifying party of this Section.

MISCELLANEOUS: No waiver of any provision, right or remedy contained in these terms, including the terms of this Section, is binding on, or effective against, Alabama Dynamics unless expressly set forth in writing and signed by our authorized representative. The parties expressly agree that no right or remedy provided for in these terms can be waived through course of dealing, course of performance or trade usage. A waiver by a party of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. The purchaser will not assign any order without our prior written consent and any attempted assignment in contravention of this Section will be void. However, these terms and conditions are enforceable against purchaser's successors and permitted assigns. If any provision or part of a provision contained in these terms is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions will remain in full force and effect.