

TERMS AND CONDITIONS OF PURCHASE

ACCEPTANCE OF CONTRACT: Buyer shall not be bound by this order until Seller executes and returns to Buyer the acknowledgement copy of this order. Seller shall be bound by this order and its terms and conditions when it executes and returns the acknowledgement or when it delivers to Buyer any of the items ordered, or renders for Buyer any of the services ordered herein. No contract shall exist except as hereinabove provided.

MODIFICATION OF AGREEMENT: This order contains all the agreements and conditions of these transactions and no course of dealing or usage of trade shall be applicable unless expressly referred to in this order. None of the terms and conditions contained in this order may be added to, modified, superseded or otherwise altered except by written instrument signed by an authorized representative of Buyer and delivered by Buyer to Seller, and each shipment received by Buyer from Seller shall be deemed to be only upon the terms and conditions that may be contained in any acknowledgement, invoice or other form of Seller, and notwithstanding Buyer's act of accepting or paying for any shipment or similar act of Buyer.

CHANGES: The buyer reserves the right at any time to make changes in any one or more of the following: (a) the work to be performed or materials furnished; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by Seller for adjustment under the clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change. Price increases or extensions of time for delivery shall not be binding on Buyer unless evidenced by a Purchase Order Change Notice issued and signed by Buyer.

DELIVERY: Time is of the essence of this contract, and if delivery of items or rendering of services is not completed by the time promised, the Buyer reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the Seller with any loss incurred. Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Seller severable. Shipments sent COD without Buyer's written consent will not be accepted and will be at Seller's risk.

INSPECTION: Materials or equipment purchased hereunder are subject to inspection and approval at the Buyer's destination. Buyer reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings and data or Seller's warranty (express or implied). Buyer will charge Seller for the cost of inspecting merchandise rejected. Payment for any article hereunder shall not be deemed an acceptance thereof.

ADVANCE MANUFACTURE AND SHIPMENTS: Seller shall not manufacture in advance of Seller's normal flow time or deliver any material in advance of the schedule set forth in this order without Buyer's written permission. Buyer reserves the right to return shipping charges collect, all material received at buyer's plant in advance of the schedule shown in this order. Seller may request Buyer's written consent to advance, manufacture and/or delivery at time of returning acknowledgement of this order.

QUALITY VARIATION: Items for which Seller must establish production schedules may vary in quantity by an overrun of up to 10% of the stated order quantity but may not be less than the order quantity (i.e. plus 10% minus 0%).

WARRANTY: By accepting this order, Seller warrants that the articles are free from defects in materials, workmanship and fabrication, and that all merchandise delivered shall be of the quality, quantity, size, description and dimensions specified and shall be strictly in accordance with the Buyer's specification, drawings and approved sample, if any, and suitable for the purpose intended. These warranties shall survive acceptance and payment, and shall run to Buyer, its successors, assigns, customers and the users of its products and shall not be deemed to be exclusive. This warranty is in addition to any warranties of additional scope given by Seller to Buyer and is in addition to any warranties implied by law.

PROPERTY FURNISHED TO SELLER BY BUYER: Unless otherwise agreed in writing all special dies, molds, patterns, jigs, fixtures and any other property furnished to the Seller by the Buyer or specifically paid for by Buyer, for use in the performance of this contract, shall be and remain the property of the Buyer, shall be subject to removal upon the Buyer's instruction, shall be used only in filling orders from the Buyer, shall be held at the Seller's

risk, and shall be kept insured by the Seller at the Seller's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the Buyer. Copies of policies or certificates of such insurance will be furnished to Buyer on demand. Seller's invoices for special tools, dies, jigs, fixtures, molds, patterns, and the like shown as a separate item on the face of this order will not be paid by Buyer until production quantities or samples are received from Seller and are accepted by Buyer.

PATENT INDEMNITY BY SELLER: Seller agrees to defend and hold harmless Buyer, its customers and those for whom Buyer may act as agent, from all loss or damage by reason of any and all actions or proceedings charging infringement of any patent, trademark, copyright or any third party property right by reason or sale or use of any item furnished hereunder, except items for which Buyer furnishes complete specifications.

RIGHTS IN DATA: Buyer retains ownership of all proprietary data disclosed to Seller by Buyer in connection with this purchase order. Seller shall not disclose proprietary data to others, except where prior to disclosure to Seller by Buyer (a) proprietary data is already known to the general public or (b) seller had knowledge of proprietary data. For the purpose of this paragraph, "proprietary data" means all designs, engineering, and technical information (whether patentable or not), and other information concerning Buyer's trade secrets; such other information includes; but is not limited to, secrets of manufacture contained in Buyer's manufacturing, methods or processes, treatments and chemical compositions, plant layout and tooling, to the extent that such other information is not disclosed by inspection or analysis of the goods covered by this purchase order.

PRICE: Buyer shall not be billed at prices higher than stated on the purchase order unless authorized by a Purchase Order Change Order issued and signed by Buyer. Seller represents that the price charged for the items or services covered by this order is the lowest price charged by the Seller to Buyers of a class similar to Buyer under conditions similar to those specified in this order and that prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in merchandise covered by this order subsequent to the placement of this order will be applicable to this order.

NOTICE OF LABOR DISPUTES: Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay its timely performance under this purchase order will immediately give written notice thereof to Buyer.

COMPLIANCE WITH LAWS: In accepting this order Seller represents that it has and will continue during the performance of this order to comply with the provisions of all federal, state and local laws and regulation from which liability may accrue to Buyer from any violation thereof. By acceptance hereof, Seller certifies compliance with the "Fair Labor Standards Act" of 1938, as amended, in the performance of this order.

TERMINATION: Buyer may, at any time, terminate this order in whole or in part by written notice or verbal notice confirmed in writing. If this order is terminated for convenience, any claim of Seller shall be settled on the basis of reasonable costs it has incurred in the performance of this order. If, however, termination is occasioned by Seller's breach of any condition hereof, including breach of warranty, or by Seller's delay, except due to considerations beyond the Seller's control and without Seller's fault or negligence, Seller shall not be entitled to any costs, and Buyer shall have against Seller all remedies provided by law and equity.

RESALE CERTIFICATION: If this order is marked "Resale", the Buyer certifies that the property purchased hereunder is purchased for purposes of resale.

SET-OFF: Buyer shall have the right to at any time set-off any amount owing by Seller to Buyer or any of its affiliated companies against any amount due and owing to Seller on this order.

ASSIGNMENTS AND SUBCONTRACTS: Seller will not assign or transfer this order nor subcontract the furnishing of any completed or substantially completed article(s), without the prior written approval of Buyer.

TAXES: Except as otherwise provided herein and unless prohibited by statute, this Seller agrees to pay any federal, state or local sales/use tax, transportation tax or other excise tax which may be imposed upon the articles ordered hereunder or by reason of their sale, use or delivery.

GOVERNING LAW: This contract was entered into in and shall be construed and interpreted according to the laws of the State of Alabama.