

CLARK FIXTURE TECHNOLOGIES, Inc.
STANDARD TERMS AND CONDITIONS

All sales made by Clark Fixture Technologies, Inc., ("Clark") of products ("Products") are subject to these standard terms and conditions. By placing an order with Clark, a Customer shall be deemed to have accepted these terms and conditions.

1. **Prices.** Unless a fixed price is quoted on an acknowledgment of order or other document from Clark, prices are subject to change without notice; and the prices invoiced will be those in effect at the time of shipment.
2. **Taxes.** Any tax imposed by any governmental or taxing authority that is or becomes payable by reason of the production, transportation, sale, storage, processing, use, consumption, or delivery of a Product sold to a Customer, other than taxes based on Clark's net income or profit, will be for the Customer's account and, if paid by or levied or assessed against Clark, will either be added to the price of the Product or billed to Customer separately, as Clark may elect.
3. **Terms of Payment.** Unless otherwise specified by Clark, terms are net thirty (30) days from the date of Clark's invoice payable in U.S. currency. Clark has the right, among other remedies, either to terminate a purchase agreement or order or to suspend further performance with the Customer in the event the Customer fails to make any payment when due. Customer shall be liable for all expenses, including attorneys' fees, relating to the collection of past-due amounts. If any payment owed to Clark is not paid when due, it shall bear interest at a rate of 12 percent per annum or the maximum rate permitted by law, if less than 12 percent, from the date on which it is due until it is paid. Should Customer's financial responsibility become unsatisfactory to Clark, cash payments or security satisfactory to Clark may be required by Clark for future deliveries or for Products delivered but not yet paid for. If such cash payment or security is not provided, in addition to Clark's other rights and remedies, Clark may discontinue deliveries. Customer hereby grants Clark a security interest in all Products sold to Customer by Clark, which security interest shall continue until such Products are fully paid for in cash; and Customer, upon Clark's demand, will execute and deliver to Clark such instruments as Clark requests to protect and perfect such security interest.
4. **Shipment, Delivery, and Customer Pickup.** Unless otherwise expressly agreed in writing, shipments are made FOB Clark's plant of origin. Risk of loss or damage and responsibility shall pass from Clark to Customer upon delivery to and receipt by a carrier. Any claims for shortages or damages suffered in transit are the responsibility of Customer and shall be submitted by Customer directly to the carrier. Shortages or damages must be acknowledged and signed for at the time of delivery. While Clark will use reasonable commercial efforts to maintain the delivery date(s) acknowledged or quoted by Clark, all shipping dates are approximate and not guaranteed. Clark reserves the right to make partial shipments and to place certain orders on "back order." Clark, at its option, shall not be bound to tender delivery of any Products for which Customer has not provided shipping instructions. If Clark is to pay freight, Clark shall have the right to designate routing and means of transportation; and if Customer requires a more expensive routing and/or means, Customer will pay any extra cost involved. If the shipment of the Products is postponed or delayed by Customer for any reason, Customer agrees to reimburse Clark for any handling and storage costs and other additional expenses relating therefrom. All claims for shipping errors, lost shipments, or any other discrepancies must be made within ten (10) days or they will be disallowed and deemed waived. Clark will issue invoices 48 hours after notification of the completion of work, regardless of customer pickup date. We will reserve the right to assess a storage fee for products not picked up in a timely fashion. It is critical to arrange pickup of products or communicate with us to avoid this assessment.
5. **LIMITATION OF LIABILITY.** CLARK SHALL NOT BE LIABLE TO CUSTOMER, CUSTOMER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY CUSTOMER, CUSTOMER'S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO CUSTOMER, UNLESS THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE INTENTIONALLY TORTIOUS OR FRAUDULENT ACTS OR OMISSIONS OF CLARK. IN NO EVENT SHALL CLARK BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE BY CLARK, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS ACTUALLY DELIVERED TO AND PAID FOR BY CUSTOMER HEREUNDER. IN NO EVENT SHALL CLARK BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH CLARK'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH, ANY OF THESE TERMS AND CONDITIONS OR THE FURNISHING, INSTALLATION, SERVICING, USE, OR PERFORMANCE OF ANY PRODUCTS OR INFORMATION CLARK SHALL PROVIDE HEREUNDER, EVEN IF SUCH NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES.
6. **Warranty.** Clark makes no warranties whatsoever regarding Products, except as may be provided in writing by Clark to the Customer, if any. Clark's sole obligation (and Customer's sole remedy) in the event of breach of any warranty shall be the repair or replacement of defective Products. IN NO EVENT SHALL CLARK BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. CLARK DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. CLARK MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN.
7. **Acts of God and Third Parties.** Clark shall not be held responsible for or be liable for any non-performance or any default or delay in performance if caused, directly or indirectly, by acts of God, war, fire, the elements, riot, civil commotion, strikes, lock-outs, slow downs, picketing, or other labor controversies, accidents, delay, or default of or failure by carriers, shortages of labor, delay in obtaining or inability to obtain materials, equipment, or parts from regular sources, action, request, or regulation of or by any government or governmental authority, failure of any party to perform any contract with Clark, the performance of which is required for production of the Products, or any other happening or contingency beyond Clark's reasonable control, or without Clark's fault, whether similar or dissimilar to the foregoing. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Clark upon notice to Customer in the event of the foregoing. If Clark determines that its ability to supply the total demand for the Products or to obtain material used directly or indirectly in the manufacture of the products is hindered, limited, or made impracticable due to causes set forth herein, Clark may allocate its available supply of the Products or such material (without obligation to acquire other supplies of any such Products or materials) among itself and its customers on such basis as Clark determines to be equitable without liability for any failure of performance that may result therefrom.
8. **Cancellation.** Customer may cancel orders only if permitted by the express written terms of the purchase agreement or order and, in that event, only upon reasonable advance notice and upon payment to Clark of Clark's cancellation charges. Clark's cancellation charge shall include, among other things, all costs and expenses incurred or committed by Clark and Clark's prorated profit based on the percentage of completion of the order. Clark's determination of such termination charges shall be conclusive.
9. **Assignment.** Customer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Clark; and any such assignment without consent shall be void.
10. **Examination – Suitability – Claims.** Customer agrees to examine and test each shipment of Products promptly on arrival, before any part of the Products (except for reasonable test quantities) has been changed from its original condition and in no event later than ten days from delivery of the Products to Customer. Clark will not recognize any claims for any cause after the Products have been used, processed, or changed in any manner (except for reasonable test quantities). It is Customer's responsibility to determine whether the Products are suitable for its contemplated use, whether or not such is known to Clark. Customer shall deliver to Clark, within twenty (20) days from the date of delivery of the Products, written notice of any deficiencies, defects, variations from specifications, or complaints of any kind with respect to the quantity, quality, condition, shipment, performance, price, or appearance of the Products delivered by Customer. If Clark does not receive such notice within twenty (20) days from the date of delivery of the Products, Customer shall be deemed conclusively to have inspected and accepted all such Products unconditionally and to have waived any rights and claims, including without limitation any right to reject the Products or to claims of damages in respect thereof. Customer may not return Products without first advising Clark of the reason therefore, obtaining from Clark a return authorization form, and observing such instruction as Clark may give in authorizing such return.
11. **Technology Rights.** The purchase of Products from Clark confers no license, express or implied, under any patents, copyrights, know-how, or technology.
12. **Orders.** Orders are not binding on Clark until accepted in writing by an authorized employee of Clark.
13. **Communication.** By placing an order for Products, the Customer consents to receive notices, announcements, brochures, advertisements, and other information sent by or on behalf of Clark via facsimile, telephone, or e-mail. Customer further agrees that Clark's express permission to FAX, telephone, or e-mail Customer such notices and other information will continue and have no date of expiration, unless a written request is received revoking such consent or permission.
14. **U.S. Export Control Regulations.** All Products sold to Customer by Clark hereunder are subject to U.S. Export Control Laws. Customer hereby agrees not to re-sell or divert any Products contrary to such laws.
15. **Non-Waiver.** No waiver by Clark with respect to any breach or default of any right or remedy and no course of dealing shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by Clark.
16. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.
17. **Choice of Law/Choice of Forum.** These terms and conditions (and any agreement or purchase order into which they are incorporated) shall be construed, interpreted, and enforced under and in accordance with the internal laws of the State of Ohio, excluding its conflicts or choice of law rules or principles that might refer to the law of another jurisdiction. Customer agrees to exercise any right to remedy in connection with these terms and conditions or otherwise in connection with the purchase and sale of Products exclusively in, and hereby submits to the exclusive jurisdiction of, the State of Ohio, the Courts of Wood County, Ohio.
18. **Miscellaneous.** These terms supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms. No change, modification, rescission, discharge, abandonment, or waiver of these terms shall be binding upon Clark unless made in writing and signed on its behalf by its duly authorized representative. No conditions, usage, or trade, course of dealing or performance, understanding, or agreement purporting to modify, vary, explain, or supplement these terms shall be binding unless hereafter made in writing and signed by Clark. No modification shall be affected by Clark's receipt of acceptance of Customer's purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to these terms, all of which are objected to by Clark. All typographical or clerical errors made by Clark in any quotation, acknowledgement, or publication are subject to correction. Any action by a Customer, regardless of form, arising out of transactions relating to this contract or any other theory of recovery shall be brought within one year of the date of tender of delivery of the applicable Products.