

TERMS

Seller's Acceptance: It is understood and agreed that acceptance of this Purchase Order by Seller is EXPRESSLY LIMITED TO THE TERMS CONTAINED HEREIN.

Interpretation and Construction: This Purchase Order is intended to be an offer. However, should a court of law determine that this Purchase Order is an acceptance of Seller's offer, then Buyer's acceptance of Seller's offer is EXPRESSLY MADE CONDITIONAL ON SELLER'S ASSENT TO THE ADDITIONAL OR DIFFERENT TERMS CONTAINED HEREIN.

Agreement: This Purchase Order contains the complete and exclusive agreement between C.F. Roark Welding & Engineering Co., Inc. ("Buyer") and Seller and supersedes all prior agreements whether written or oral. No modification, amendment, extension, renewal, rescission, discharge, abandonment, waiver or other change or alteration shall be valid, enforceable or binding on Buyer unless agreed to in writing by Buyer.

Quantity: The quantity of material ordered hereunder must not be exceeded, and Buyer shall not be liable for and may reject any material delivered in excess of that so ordered.

Delivery: Material ordered herein must be delivered at the time or times specified herein or in written releases issued by Buyer hereunder. Promptness of delivery is of the essence of this order. Unless otherwise stated, Seller shall bear all costs associated with packaging and labeling required in connection with this Purchase Order. In the event of any late delivery, Buyer may, at its option, cancel this Purchase Order for default, partially cancel this Purchase Order, vary delivery terms hereunder, or use other material. Any losses sustained or costs incurred by Buyer by reason of late delivery (without regard to which option Buyer elects) shall be reimbursed to Buyer by Seller.

Excusable Delays: Neither party shall be liable for damages resulting from delays arising out of causes beyond its control and without its fault or negligence, including acts of God, acts of any government, fires, floods, strikes, freight embargoes, and unusually severe weather, nor shall such delay affect the remainder of this order. Seller will notify Buyer in writing within ten (10) days after the beginning of any cause for delay, in the absence of which Seller waives its right for an excuse for such delay.

Quality: All material delivered hereunder by Seller must conform to the Buyer's specifications set forth herein (or incorporated herein by reference) and samples may be required to be furnished by Seller under this Purchase Order, and will be subject to Buyer's inspection within a reasonable time after delivery. Buyer may reject any material not conforming to such specifications. Buyer shall advise Seller of such rejection by either written notice or return of the rejected material, at Seller's risk and expense, within a reasonable time after such rejection and Seller shall refund any payments which it may have received from Buyer including original shipment payment, if any. Payment for any items or services hereunder shall not be deemed an acceptance thereof.

Governmental Compliance: Seller hereby certifies that all material shall comply with all Federal, State, and Local laws, Executive Orders, ordinances and regulations including rules and regulations adopted by government agencies. Buyer, Buyer's customer and/or regulatory agency shall have the right to visit Seller's facilities to review Seller's manufacturing methods, quality control, and/or inspection systems and applicable records of inspection and test upon reasonable request.

Assignment of Orders: This Purchase Order is issued to Seller in reliance upon Seller's personal performance of the duties imposed, and Seller may not assign this order or delegate its duties hereunder without the consent in writing of Buyer.

Risk of Loss: Risk of loss in shipment shall remain with Seller until receipt of goods by Buyer at Buyer's destination.

Warranty: Seller warrants that the materials supplied to Buyer pursuant to this Purchase Order will conform to the design specifications set forth herein and will be of merchantable quality and fit for the particular use for which they are intended. Except as may be approved in writing by Buyer, Seller shall make no deviations from specifications approved by Buyer where such deviations may change the form, fit, function, or reliability of the product to be supplied by Seller. Seller further agrees to defend, protect and hold harmless Buyer, its successors, customers, and/or dealers against any and all claims for personal injury, property, consequential or special damages, claimed or alleged because of improper or defective material, workmanship, or design where design and specification is the product of the Seller.

Patent Guarantee: Seller shall indemnify and hold Buyer harmless from and against any and all fees, costs and expenses borne by Buyer and shall defend any suit or proceeding brought against Buyer, its successors, customers and/or dealers, if based on a claim that the use or sale of products, apparatus, or any parts thereof, made to Seller's designs and/or specifications, and furnished pursuant to the terms of this Purchase Order, constitutes an infringement of any foreign or United States patent, except such material or products that are requested by Buyer to be specifically constructed in exact accordance with Buyer's designs or technical specifications which constitute the basis for such actual or alleged infringement, and in any other than the above excepted situation, Seller further agrees to

pay and discharge any and all judgments or decrees which may be rendered in any suit, action or proceeding against the defendants herein. If any product or the use thereof is held to constitute infringement and the use thereof is enjoined, Seller shall, at its own expense, either procure for the Buyer, its successors, customers and/or dealers, the right to continue using said product, apparatus, or any part thereof, or replace said product, apparatus, or any part thereof, with a substantially equal, but non-infringing product, apparatus, or any part thereof acceptable to Buyer; or, if further use of the product, apparatus, or any part thereof, is not possible, Seller shall accept the return of said product, apparatus, or any part thereof, and refund the purchase price and the transportation and installation costs thereof. All technical information disclosed heretofore or hereafter by Seller to Buyer in connection with this purchase order is on a non-confidential basis.

Equal Opportunity and Affirmative Action: This incorporates by reference: (a) all provisions of 41 C.F.R. 60-1.4, as amended, pertaining to the equal opportunity clause in government contracts; (b) all provisions of 41 C.F.R. 60-250, as amended, pertaining to affirmative action for disabled veterans of the Vietnam Era; and (c) all provisions of 41 C.F.R. 60-741, as amended pertaining to affirmative action for handicapped workers. Seller certifies that it is in compliance with all applicable provisions of 41 C.F.R. 60-1, including but not limited to: (a) developing and presently having in full force and effect a written affirmative action compliance program for each of its establishments as required by 41 C.F.R. 60-1.40, as amended; (b) filing EEO-1 Reports as required by 41 C.F.R. 60-1.7, as amended; and (c) neither maintaining segregated facilities nor permitting its employees to perform services at segregated facilities as prohibited by 41 C.F.R. 60-1.8, as amended. Buyer requests that Seller adopt and implement a policy to extend employment opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion or national origin.

Termination: Buyer may, at any time, upon reasonable notice in writing, terminate this Purchase Order in whole or in part. Such notice shall state the extent and effective date of termination. Upon the mailing or delivery thereof to Seller, Seller shall, in accordance with such notice, terminate all work hereunder and under any related orders and/or subcontracts outstanding, place no further orders or subcontracts hereunder, and take all steps necessary to protect material in Seller's possession in which Buyer has or may acquire an interest. Upon such termination, Buyer's obligation to Seller shall be limited to Payment for (I) the material completed in accordance with the terms hereof and not previously paid for, (ii) the actual costs incurred by Seller which are properly allocable to the terminated portion of the contract, plus (iii) a reasonable profit on work performed by Seller before termination and for which Buyer has not paid, provided, however, that the total payments which Buyer is obligated to make hereunder shall not exceed the purchase order price of material to which such termination applies. Termination by Buyer hereunder shall be without prejudice to any claims which Buyer may have against Seller.

Limitation on Purchaser's Liability—Statute of Limitations: In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising in connection with this agreement shall in no case exceed the price allocable to the materials or services or unit thereof which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part of Buyer as to the materials or services delivered hereunder must be commenced within one year after the cause of action has occurred.

Nonwaiver of Rights: Any waiver of any breach or default hereof shall not constitute a waiver of any other or subsequent breach or default.

Costs of Enforcement: Seller agrees to pay Buyer's reasonable expenses, including attorney fees, incurred in enforcing the terms herein.

Governing Law: This Purchase Order shall be considered as executed in and shall be construed in accordance with the laws of the State of Indiana, and Buyer shall have all the rights and remedies provided by law, including Article 2 of the Indiana Uniform Commercial Code. For the purpose of this Purchase Order, Seller is a "Merchant" within the meaning of that term under the Indiana Uniform Commercial Code.

Severability of Clauses: The invalidity or unenforceability of any of the terms herein shall not affect the validity or enforceability of any other terms thereof.