

1. **Definition.** Reference to "goods" herein shall mean without limitation materials, products, services and data expressly or impliedly ordered herein or delivered hereunder, or any part hereof.
2. **Offer to Purchase.** This Purchase Order ("PO") constitutes an offer by ALD Thermal Treatment, Inc. to buy from Seller and becomes a binding contract on the terms set forth herein when accepted by Seller either by acknowledgement or the commencement of performance hereof. The Seller agrees that this PO contains the complete and exclusive statement of the agreement, and this Order can be accepted only in accordance with the terms hereof or upon the Seller's written acceptance of changes or additional terms proposed by ALD Thermal Treatment, Inc..
3. **Delivery.** Time is of the essence. Failure to deliver the goods on the date and place agreed to is a default under this PO. Seller shall promptly notify ALD Thermal Treatment, Inc. of any anticipated delay to the delivery date and ALD Thermal Treatment, Inc. may elect at its option to (i) accept the revised delivery schedule, (ii) require Seller, at Seller's expense to deliver the goods by a different mode of transportation, (iii) terminate this PO and/or (iv) exercise any other remedy available to Buyer at law or in equity.
4. **Packing, Marking and Shipment.** All invoices shall be in duplicate and shall include the PO number. A packing slip must accompany each package and a detailed tally (enclosed in an unsealed envelope) must be tacked inside the car door of each carload shipment. ALD Thermal Treatment, Inc.'s count shall be accepted as final and conclusive unless the shipment is accompanied by a statement of a certified weight master. Seller shall prepare and pack goods in accordance with good commercial practices so as to affect safe delivery without loss or damage. Seller shall mark each shipping container to show ALD Thermal Treatment, Inc.'s PO number, or other ALD Thermal Treatment, Inc. Reference e Number.
5. **Quality.** Seller warrants that the goods purchased under this PO are: (i) free of defects in materials, workmanship or design, in conformance with the descriptions and specifications set forth, be fit for any intended use intended by ALD Thermal Treatment, Inc. which Seller has reason to know, and vest in ALD Thermal Treatment, Inc. good and valid title to the goods free and clear of all liens, encumbrances, security interests, burdens and/or other claims; and (ii) free of infringement or violation of any copyright, trademark, patent or other intellectual property rights. The warranty is in addition to any other warranties implied by law. Should ALD Thermal Treatment, Inc. request, Seller, at its sole expense, shall repair or replace f.o.b. destination, all or any part of any good covered by this PO which proves within one year from the date it is placed in operation, but no later than 18 months from the date of shipment, to be defective in material, workmanship, or design. Goods that are returned to ALD Thermal Treatment, Inc. under this warranty after repair or replacement subject to the same inspection and acceptance provisions of this PO as goods originally delivered. This warranty of repair or replacement does not constitute a waiver of any other rights of ALD Thermal Treatment, Inc., express or implied, and shall run to ALD Thermal Treatment, Inc., its customers and users of its provides and shall survive inspection and acceptance.
6. **Quantity.** Goods shipped in excess of the quantities designated in this order may be returned at Seller's expense.
7. **Inspection and Acceptance.** ALD Thermal Treatment, Inc. reserves the right to inspect and either accept or reject goods that contain any defect in materials, workmanship, or design, or fail to conform to the applicable descriptions or specifications for the goods. Neither ALD Thermal Treatment, Inc.'s inspection, nor failure to inspect shall relieve Seller of any obligation hereunder.
8. **Pricing, Invoices and Payment.** The prices in this PO include all direct and indirect and incidental charges related to the sale and delivery of the goods to ALD Thermal Treatment, Inc., including, but not limited to packaging, storage, forwarding agent and brokerage fees, insurance costs, freight shipping charges, document fees, and duties of any kind. If the price is omitted, the order is to be filled at the lower of the price last quoted or charged or at the lowest prevailing market price. Invoices will be paid sixty (60) days from the date of delivery of the goods and ALD Thermal Treatment, Inc.'s receipt of invoice, together with the appropriate supporting documentation. Each invoice will be subject to verification and deductions will be made for disputed items, if any. Buyer shall have the right to withhold payments due to Seller hereunder and apply same to the payment of any obligations of Seller to ALD Thermal Treatment, Inc..
9. **Risk of Loss.** Title and risk of loss or damage passes to ALD Thermal Treatment, Inc. upon receipt by ALD Thermal Treatment, Inc..
10. **Changes.** ALD Thermal Treatment, Inc. may, by written notice, make changes within the general scope of this order to drawings and specifications, shipping and packing instructions and place of delivery. Should any such change materially increase or decrease the cost of, or the time required for performance, an equitable adjustment in the price and/or delivery schedule will be made including an allowance for obsolescence, rework or scrappage, but only for materials in process within the Seller's normal manufacturing cycle required to meet the delivery schedule. Any claims by Seller for such adjustment must be asserted in writing within fifteen (15) days from the date the change is ordered, or within such other period of times as may be agreed upon in writing. Failure to agree on any claim for equitable adjustment under the Clause shall be a dispute and the Buyer and/or Seller may thereupon pursue any remedy which it may have in any tribunal or court of competent jurisdiction. Pending the resolution of any such dispute, the Seller shall diligently perform this order, as changed.
11. **Termination.** Buyer or Seller may terminate this order for its convenience at any time in whole or in part as to undelivered goods, in which event ALD Thermal Treatment, Inc. and Seller will negotiate an equitable settlement payment for the terminated portion, consisting of Seller's cost to date of termination, including an allowance for obsolescence, rework or scrap page, but only for materials in process within Seller's normal manufacturing cycle required to meet the delivery schedule, less any value hereof to Seller. Upon termination of this PO by ALD Thermal Treatment, Inc. due to Seller's default, ALD Thermal Treatment, Inc. may elect to purchase, at Seller's cost, any Goods Seller may have purchased to fulfill ALD Thermal Treatment, Inc.'s order, and/or (ii) exercise any rights that ALD Thermal Treatment, Inc. may have in law or in equity.
12. **Excusable Delay.** Neither party shall be liable to the other party for damages arising from delay arising out of causes beyond its controls and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts of the Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, nor shall such delay affect the remainder of the contract. If the delay is caused by the delay of a subcontractor of Seller and if such delay arises out of causes beyond the control of both Seller and subcontractor, and without the fault or negligence of either of them, Seller shall not be liable to ALD Thermal Treatment, Inc. in damages, unless the materials or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule. Seller will notify ALD Thermal Treatment, Inc. in writing within ten (10) days after the beginning of any cause for an excusable delay or such cause shall be deemed waived.
13. **Assignment and Subcontracting.** Seller shall not assign this PO or otherwise delegate any good to be provided hereunder without the prior written approval of ALD Thermal Treatment, Inc.. ALD Thermal Treatment, Inc. reserves the right to approve or disapprove all subcontractors proposed by Seller, which may be withheld at Seller's sole discretion. Notwithstanding ALD Thermal Treatment, Inc.'s approval, Seller shall remain fully responsible for all work performed by sub vendors or Sellers assignee.
14. **Non-Waiver.** Failure of ALD Thermal Treatment, Inc. to insist upon strict compliance with any terms herein shall not be deemed a waiver of any rights or remedies that ALD Thermal Treatment, Inc. shall have and shall not be deemed a waiver of any subsequent default of the terms hereof.

15. Confidentiality. Seller agrees to maintain as confidential any information disclosed to it by ALD Thermal Treatment, Inc..
16. Negligence. Seller agrees to defend and hold ALD Thermal Treatment, Inc. harmless from all claims and all liability, including any costs, reasonable attorneys fees and expenses, for injuries or death to persons, or damage to or the destruction of property caused by or resulting from the negligence, in whole or in part, of Seller, its agents or employees in the performance of this order.
17. Compliance with Laws. Seller warrants that all goods supplied hereunder and every other activity connected therewith have been and will be produced, manufactured, delivered, supplied and performed in compliance with all applicable laws, ordinances, rules and regulations.
18. Governing Law; Venue. The validity, construction, enforceability and performance of this PO shall be governed in all respects by the substantive law of the state of Michigan (without reference to any conflict of law rules), and the exclusive venue for any actions brought under this PO will be in St. Clair County, Michigan.