1. GOVERNING LAW - Unless otherwise specified by Precision Brush Company, Inc. ("Precision Brush"), all orders are accepted by Precision Brush at its office in Solon, Ohio and shall be governed by and interpreted in accordance with the laws of the State of Ohio.

2. FORCE MAJEURE; APPOINTMENT - Manufacture, shipment and delivery are subject to, and Precision Brush shall not be liable for any delay in or impairment of performance resulting in whole or in part from any war (whether or not declared), strike, difference with workmen, civil commotion or other cause beyond the reasonable control of Precision Brush or if performance by Precision Brush becomes impracticable due to the occurrence of a contingency, the effect of which could not reasonably have been anticipated on which the sale was made. In any such event, Precision Brush shall have such additional time to perform as may be reasonably necessary and shall have the right to apportion its production among its customers in such manner as it deems equitable.

3. MODIFICATION OF TERMS - Precision Brush's acceptance of any order is expressly subject to Buyer's agreement to all of the terms and conditions and the form of purchase order furnished under Buyer's order. If any order hereunder shall not be accepted, any and all damages or claims for damages made by any person for any injury, fatal or otherwise occurring in transit, will be for Buyer's account. Precision Brush shall not be construed as assent to such contrary or additional terms and conditions or constitutes a waiver by Precision Brush of any of its terms and conditions. All references to Buyer's purchase order or other correspondence or written communication shall not affect or impair the applicability of Precision Brush's terms and conditions.

4. PRICE -

For F.O.B. Plant Sales - Unless otherwise specified in writing by Precision Brush: (a) all prices, quotations, shipments and deliveries by Precision Brush are F.O.B. Solon, Ohio. Such prices include all costs of labor, materials, equipment breakage, mill conditions, labor, regulations, orders or acts of any governmental agencies, or any cause beyond the reasonable control of Precision Brush or if performance by Precision Brush becomes impracticable due to the occurrence of a contingency, the effect of which could not reasonably have been anticipated on which the sale was made. In any such event, Precision Brush shall have such additional time to perform as may be reasonably necessary and shall have the right to apportion its production among its customers in such manner as it deems equitable.

For F.A.S. Vessel Sales - Unless otherwise specified in writing by Precision Brush: (a) all prices, quotations, shipments and deliveries by Precision Brush are F.A.S. vessel. Such prices shall include the cost of the delivery of the goods alongside an overseas vessel and within reasonable radius of its loading dock, if provided by F.A.S. vessel; and (b) all transportation and other charges are for Buyer's account.

5. CREDIT; DEFAULT IN PAYMENT - All orders and shipments are subject to the approval of Precision Brush's President, and Precision Brush may at any time refuse to make shipment or delivery. Buyer shall fail to fulfill the terms and conditions of payments if the amount due is not paid in full at the time of shipment; and (c) unless otherwise agreed in writing, Precision Brush shall be entitled to immediate payment in full for all the goods if the terms of any of all or any part of the order are not accepted by Precision Brush. No addition to or modification of said terms and conditions shall be binding upon Precision Brush unless agreed in writing by Precision Brush. If Buyer's purchase order or other correspondence or written communication contains terms or conditions contrary to or in addition to the terms and conditions of Precision Brush, acceptance of any order by Precision Brush shall not be construed as assent to such contrary or additional terms and conditions or constitutes a waiver by Precision Brush of any of its terms and conditions. All references to Buyer's purchase order or other correspondence or written communication shall not affect or impair the applicability of Precision Brush's terms and conditions.

6. SETUP - Precision Brush shall have the right to credit toward the payment of any monies that may become due Precision Brush hereunder any sums which may now or hereafter be owed to Buyer by Precision Brush.

7. TRANSPORTATION - Precision Brush has the right to select the carrier but will use its reasonable efforts to comply with Buyer's requested method of transportation. Precision Brush reserves the right to use an alternate method of transportation, whether or not at a higher cost to Buyer, if the method specified by Buyer is deemed by Precision Brush to be unavailable or otherwise unsatisfactory.

8. PACKAGING - Precision Brush will use its reasonable efforts to comply with any special packaging, loading or bracing requirements specified in writing by Buyer in any order. Precision Brush provides special requirements for compliance with Buyer's requirements in accordance with Precision Brush's price for extra in effect at time of shipment. If no special requirements are specified, Buyer shall comply with the standard variations, and Precision Brush reserves the right to ship overages or rework or scrap such goods.

9. DISCLAIMER; LIMITED WARRANTY - NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXCEPT AS SPECIFIED BY OR FOR APPROPRIATE USE WITHOUT THE APPROPRIATE SPECIFICATION OR OTHER REQUIREMENTS, SHALL BE IMPLIED IN ANY GOODS PURCHASED FROM PRECISION BRUSH. IN NO EVENT, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM IS BROUGHT, SHALL PRECISION BRUSH'S LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS.

10. LIMITATION OF BUYER'S REMEDIES - BUYER'S REMEDIES WITH RESPECT TO ANY CLAIM ARISING OUT OF ANY ORDER OR PRECISION BRUSH'S PERFORMANCE IN CONNECTION THERewith, INCLUDING, WITHOUT LIMITATION, ANY CLAIM ArISING OUT OF ANY DEFECT OR ANY GOODS PURCHASED FROM PRECISION BRUSH, SHALL BE LIMITED EXCLUSIVELY TO THE RIGHT OF REPLACEMENT OF SUCH GOODS OR, AT PRECISION BRUSH'S OPTION, TO REFUND OF THE PAYMENT PRICE THEREFOR, WITHOUT ANY LIABILITY IN OR TO ANY INJURY OR ANY LOSS OF PRODUCTION OR ANTICIPATED PROFITS) OR LIABILITY INCURRED BY BUYER WITH RESPECT TO ANY GOODS PURCHASED FROM OR BE FURNISHED BY PRECISION BRUSH HEREUNDER BY PRECISION BRUSH. IN NO EVENT, REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM IS BROUGHT, SHALL PRECISION BRUSH'S LIABILITY EXCEED THE PURCHASE PRICE OF THE GOODS.

11. DAMAGED GOODS - If any goods arrive at Buyer's destination in a damaged condition or a shortage occurs, Buyer shall immediately report the damage or shortage in writing to the carrier and to Precision Brush. Any less or shortage of goods occasioned by damage, or otherwise occurring in transit, will be for Buyer's account. Precision Brush may elect to assist Buyer occasioned by damage, or otherwise occurring in transit, will be for Buyer's account. Precision Brush shall have the right to apportion its production among its customers in such manner as it deems equitable.

12. QUALITY ASSURANCE SPECIFICATIONS - Precision Brush shall have no obligation to manufacture any product to Buyer's specific drawings or specification without prior written instruction from Buyer, but shall meet any special quality assurance specifications or other requirements, except as agreed upon in writing between Buyer and Precision Brush, and thereupon Buyer shall be responsible for any cause beyond the reasonable control of Precision Brush or if performance by Precision Brush becomes impracticable due to the occurrence of a contingency, the effect of which could not reasonably have been anticipated on which the sale was made. In any such event, Precision Brush shall have such additional time to perform as may be reasonably necessary and shall have the right to apportion its production among its customers in such manner as it deems equitable.

13. TAXES - Any tax which Precision Brush may be required to pay or collect, through assessment or otherwise, on any existing or future law upon or with respect to the sale, purchase, delivery, transportation, exportation, storage, processing, use or consumption of any goods described herein, including, without limitation, taxes upon or measured by receipts from sales, shall be for Buyer's account and may be added to the price of such goods. Buyer shall promptly pay the amount thereof to Precision Brush upon demand but may, in lieu of such payment, furnish to Precision Brush evidence of the issuance of tax exemption certificates acceptable to the appropriate taxing authorities.

14. CLAIMS - Buyer must make any claims in writing within ninety (90) days after Buyer's receipt of the goods. Buyer shall set aside, protect and hold such goods without further processing until Precision Brush has an opportunity to inspect and advise of the disposition, if any, to be made of such goods. In no event shall any goods be returned, reworked or scrapped by Buyer without Precision Brush's authorization.

15. TECHNICAL ASSISTANCE - Unless otherwise expressly agreed to in writing by Buyer: (a) any technical advice provided by Precision Brush with respect to the use of goods furnished to Buyer shall be without charge; (b) Precision Brush assumes no obligation or liability for any such advice or for any results occurring as a result of the application of such advice; and (c) Buyer shall have sole responsibility for selection and specification of the goods appropriate for the anticipated end use.

16. PERMISSIBLE VARIATIONS - Goods shipped by Precision Brush shall be within Precision Brush's standard variations, and Precision Brush reserves the right to ship overages or underages of quantity of up to ten percent (10%) in accordance with Precision Brush's standard practice.

17. PATENTS - If the terms and conditions of Buyer's written order shall require a patent and the material and covered by such order is to be made in accordance with Precision Brush's specifications, Precision Brush agrees to defend any suit or proceeding brought against Buyer on a claim that the material or any part thereof furnished by Buyer's order constitutes an infringement of any patent of any United States patent, Buyer agrees to defend any suit or proceeding and to pay all direct and actual damages and costs awarded against Buyer therein, provided in all instances that Precision Brush's waiver of any breach of any terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure by Precision Brush to exercise any right arising from any default of Buyer hereunder shall not be deemed a waiver of such right, which may be exercised at any subsequent time.

18. ASSIGNMENT - Buyer shall not assign any order or any interest therein without the written consent of Precision Brush. Any actual or attempted assignment without Precision Brush's prior written consent shall entitle Precision Brush to cancel such order upon written notice to Buyer.

19. WAIVER - Precision Brush's waiver of any breach of any terms and conditions set forth herein shall not be construed as a waiver of any other breach, and the failure by Precision Brush to exercise any right arising from any default of Buyer hereunder shall not be deemed a waiver of such right, which may be exercised at any subsequent time.

20. COMPLETE AGREEMENT - Precision Brush's terms and conditions, together with any other documents incorporated herein by reference, constitute the sole and entire agreement between Buyer and Precision Brush with respect to any order, superseding completely any oral, written or other communications unless the terms thereof are agreed to in writing by Precision Brush. No additions to or variations from such terms and conditions, whether contained in Buyer's purchase order, any shipping release or elsewhere, shall be binding upon Precision Brush unless agreed to in writing by Precision Brush.

21. CALIFORNIA PROPOSITION 65 - This declaration serves as documentation in response to the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) and all its subsequent updates. The lists of chemicals known to the state of California to cause cancer, birth defects, or other reproductive harm as updated annually and available from the Office of Environmental Health and Hazard Assessment (OEHHA). This declaration is valid for the list of chemicals compiled by OEHHA as of the date of this document. Even though on February 21, 2003, and on September 2, 2011, the state of California listed carbon black and titanium dioxide respectively as carcinogens and to airborne, unbound carbon black and titanium dioxide particles of respirable size; for the purposes of Proposition 65, particulates, and other particulate matter, exposure to carbon black and titanium dioxide, per se, does not occur when it remains bound within a product matrix, such as rubber, ink, or paint. Exposure to carbon black and titanium dioxide, per se, does not occur when it remains bound within a product matrix, such as rubber, ink, or paint. Exposure to carbon black and titanium dioxide, per se, does not occur when it remains bound within a product matrix, such as rubber, ink, or paint. Exposure to carbon black and titanium dioxide, per se, does not occur when it remains bound within a product matrix, such as rubber, ink, or paint. Exposure to carbon black and titanium dioxide, per se, does not occur when it remains bound within a product matrix, such as rubber, ink, or paint.