

THIS PURCHASE ORDER IS SUBJECT TO BUYER'S ACCEPTANCE OF THE FOLLOWING STANDARD TERMS AND CONDITIONS:

DEFINITIONS. Except as this Purchase Order ("Order") provides to the contrary, the word "Seller" means MRC Innovations, Inc. The word "goods" as used herein shall mean the products, articles, materials and/or equipment described on the face hereof.

ACCEPTANCE. The first to occur of Seller's acknowledgement of this Order or shipment of goods pursuant to this Order shall constitute Buyer's agreement to the terms and conditions set forth in this Order. No other terms, whether or not contained in any bid, estimate, acknowledgment, confirmation or invoice shall in any way modify or supersede any of the terms of this Order or otherwise be binding on Seller, and Seller hereby explicitly rejects all such other terms unless it has accepted such other terms by a written instrument signed by its authorized representative. Buyer acknowledges that industry standard overruns may be up to 20% of the Order, unless otherwise agreed to by Seller and Buyer, and Buyer agrees to pay for all overruns.

QUALITY. Seller warrants that all goods and services will be of merchantable quality and of good material and workmanship, suitable for their intended use, and comply with all applicable federal, state, and local laws, statutes, rules and regulations. All other warranties are expressly disclaimed.

PRICES. Buyer agrees to pay the prices quoted by Seller, and is responsible for additional applicable shipping and handling charges. Prices on special-order goods may be subject to change before shipment; Seller shall notify Buyer of any such change.

PAYMENT. Payment terms are 30 days net from the invoice date or upon such other terms approved by Seller in writing. Payment is not contingent on Buyer's ability to collect or obtain funds from any other party. Buyer expressly represents it is solvent at the time it places any purchase order with Seller. Seller, in its sole discretion, may determine that Buyer's financial condition requires full or partial payment prior to manufacture or shipment. Seller may apply payments to any outstanding invoices unless Buyer provides specific payment direction.

REMEDIES FOR NON-PAYMENT. If Buyer fails to make any payment when due, Seller reserves the right to suspend performance. Buyer shall be responsible for any costs and expenses incurred by Seller as a result of such failure to make payment, including, without limitation, reasonable storage costs. Buyer agrees to pay a charge on all amounts past due at the rate of 1% per month (12% per year) or the maximum lawful rate, whichever is less. In the event of non-payment, Buyer agrees to pay Seller's costs and expenses, including court costs and reasonable attorney fees, incurred by Seller to collect payment, and all applicable interest charges. Buyer acknowledges that the transactions to which these terms relate are commercial transactions.

SHIPPING. Unless indicated to the contrary on the face of this Order, all shipments shall be made F.O.B. origin, freight NOT included. If shipments are F.O.B. origin, delivery shall be deemed complete and Buyer shall assume title and control of the goods the moment the goods have been delivered to a carrier for shipment to Buyer. Claims for loss and/or damage to goods shall be filed by Buyer. Unless expressly agreed to and indicated to the contrary in writing, Buyer shall be responsible for paying all carriers' freight charges.

EXCUSABLE DELAY. Seller is a distributor and not a manufacturer, and factory shipping dates given in advance of actual shipment are approximate and not guaranteed. Seller shall have no liability if its performance is delayed or prevented by causes beyond its reasonable control, including, without limitation, acts of nature, labor disputes, government priorities, transportation delays, insolvency or other inability to perform by Seller's suppliers or manufacturers, or any other commercial impracticability. In the event of any such delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay. Should shipments be held or stored beyond the delivery date for convenience of Buyer, Seller may, at its option, assess reasonable charges for any expense incident to such delay.

TERMINATION. Either party may terminate the whole or any part of the other party's performance under this Order if there is a material breach of these Terms & Conditions. In the event of any such breach, the non-breaching party will provide the breaching party with written notice of the nature of the breach and the non-breaching party's intention to terminate for default. In the event the breaching party does not cure such failure within then (10) days of such notice, the non-breaching party may, by written notice, terminate the order; provided, that the breaching party shall continue its performance to the extent not terminated.

LIMITATION OF LIABILITY. UNLESS APPLICABLE LAW REQUIRES OTHERWISE, SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, BACK-CHARGES, LABOR COSTS, COSTS OF REMOVAL, REPLACEMENT, LOSS OF EFFICIENCY, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF THE GOODS OR ANY ASSOCIATED GOODS, LATENESS OR DELAYS IN DELIVERY, UNAVAILABILITY OF GOODS, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME, OR CLAIMS FROM BUYER'S CUSTOMERS OR OTHER PARTIES) ARISING OUT OF OR RELATING TO THIS ORDER OR THE TRANSACTIONS IT CONTEMPLATES (WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHER FORM OF ACTION) AND IRRESPECTIVE OF WHETHER THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGE. IN NO EVENT WILL THE SELLER'S LIABILITY EXCEED THE PRICE THE BUYER PAID TO THE SELLER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

SECURITY INTEREST. Buyer hereby grants to Seller a security interest in the goods sold to Buyer under this Order and any proceeds therefrom, until payment in full for the goods has been received by Seller. Buyer shall sign and deliver to Seller any document to perfect this security interest that Seller reasonably requests.

CHANGES. Seller shall reasonably accommodate Buyer's request to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any changes cause an increase or decrease in the cost or the time required for performance of this Order, an equitable adjustment shall be made and this Order shall be modified in writing accordingly.

CONFIDENTIALITY. Buyer shall consider this Order and any and all information obtained, learned or received by Buyer in relation to this Order or arising out of or in connection with the performance of this Order or its negotiation or relating to the business affairs or practices of Seller to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than performing this Order, unless Buyer obtains written permission from Seller. Upon the expiration or earlier termination of this Order, or upon Seller's request, Buyer agrees promptly to return to Seller all documents or other tangible materials containing and/or embodying any of the Information (including, without limitation, all copies, reproductions, summaries and notes of the contents thereof), and to certify that all such Information has been returned to Seller or disposed of in a manner approved by Seller.

INTELLECTUAL PROPERTY. Unless expressly indicated or agreed to the contrary in writing, all intellectual property rights in all works or supplies provided under this Order which are written or produced, including, without limitation, all future such rights when the said works are created, shall be owned by the Seller and the Buyer shall ensure that it executes all documents necessary to effect such ownership. Buyer warrants that any drawings, designs, specifications, labels or other protected works provided by Buyer pursuant to this Order do not and will not infringe any patent, trademark, copyright or other intellectual property right and there is no unauthorized use of proprietary rights of another party. Buyer agrees, upon receipt of notification, to promptly assume all responsibility for defense of any suit or proceeding which may be brought against Seller or its agents, customers or vendors for alleged intellectual property infringement and/or any alleged unfair competition resulting from similarity in design, trademark or appearance of goods furnished hereunder, and Buyer further agrees to fully indemnify Seller, its agents, vendors and customers against any and all expenses, losses, royalties, profits and damages, including court and/or settlement costs and attorneys' fees resulting from any such suit or proceeding. Except as provided above, both parties retain ownership of their pre-existing intellectual property rights protected material.

NON-CIRCUMVENTION & NON-SOLICITATION. Buyer agrees that, during the course of its performance of this Order and for a period of three (3) years thereafter, the identities of any individual, entity and/or any other third parties (including, without limitation, suppliers, customers, vendors, financial sources, manufacturers and consultants) discussed and made available by Seller, or otherwise learned by Buyer in the course of its performance of this Order, shall constitute confidential information. Buyer shall not, without prior written consent of Seller: (a) directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by Seller; or (b) seek to by-pass, compete, avoid or circumvent the Seller from any business opportunity that relates to the subject matter of this Order by utilizing any confidential information or by otherwise exploiting or deriving any benefit from such confidential information. Buyer further agrees that, unless otherwise directed by Seller, all communications, questions or requests for information relating to this Order shall be submitted or directed to the Seller, and not directly with any other third party.

PUBLIC DISCLOSURE. Neither party shall make any public statement, announcement or disclosure to third parties concerning the existence of this Order or its terms, the business relationship between the parties or the transactions contemplated hereby, without the prior written approval of the other party.

DISPUTE RESOLUTION. Any dispute between the parties relating to this Order or the breach thereof shall be resolved by binding arbitration in Mason, Ohio, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator(s) shall have no power to add to or modify the terms of this Order. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall apply the substantive law of Ohio except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitrator(s) shall not award either party punitive damages, and the parties shall be deemed to have waived any right to such damages. The proceedings shall be confidential and the arbitrator shall issue appropriate protective orders to safeguard both parties' confidential information. The fees of the arbitrator and the American Arbitration Association shall be split equally between the parties.

ASSIGNMENT. No part of this Order may be assigned or contracted by Buyer without the prior written approval of Seller. With the consent of Buyer, which shall not be unreasonably withheld, Seller may, at its option, either terminate or assign a portion or all of this Order in the event of a sale, transfer, or other disposition of any operating unit or business of Seller participating in this Order, provided that such termination or assignment shall relate only to the requirements of such operating unit or business. In the event of assignment, Buyer agrees that Seller shall have no further obligations with respect to the assigned portion of the Order after the date of such assignment.

SETOFFS. All claims for money due or to become due from Seller shall be subject to deduction or setoff by the Seller by reason of any counterclaim arising out of this or any other transaction with Buyer.

WAIVER. Seller's failure to insist on performance of any term or condition contained herein or to exercise any right or privilege, or Seller's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

GOVERNING LAW. This Order shall be governed and construed by the substantive federal and state laws of the state of Ohio.

ENTIRE AGREEMENT. This Order, and any documents referred to on the face hereof, constitute the entire agreement of the parties.