

DURA-LINE CORPORATION
PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1.Acceptance; Terms and Conditions: The Purchase Order is Dura-Line Corporation's (hereinafter referred to as "Buyer") offer to Seller and does not constitute an acceptance by Buyer of any offer made by Seller. By acknowledging receipt of the Purchase Order, commencing performance pursuant to the Purchase Order or shipping the Goods, Seller confirms its agreement to the terms and conditions of sale contained in the Purchase Order, which is deemed to include by reference these standard terms and conditions. Buyer objects to and rejects any additional or different terms contained in any acknowledgment form or invoice sent by Seller, and the terms and conditions in the Purchase Order govern in the event of conflict unless such conflicting terms are accepted in writing by Buyer. Buyer may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary. In case of a conflict between these standard terms and conditions and other terms provided in the Purchase Order, such other terms will govern.

2.Price; Credit: The price for the Goods or Services will be the lower of the price listed in the Purchase Order or the Seller's price in effect on the date of delivery for like quantities of Goods or Services of like grade and quality to customers in the same class as Buyer.

3.Invoices: The Purchase Order number provided by Buyer must be included in Seller's invoice. Invoices received by Buyer without Buyer's Purchase Order Number will be returned to Seller. Seller agrees to resubmit a corrected invoice with Buyer's purchase order number. Payment days shall begin on the date of receipt of Seller's correct invoice by Buyer. Federal, State, or local taxes of any nature which are billed to Buyer will be stated separately in Seller's invoice.

4.Packing and Shipping Goods: Seller will mark the Purchase Order number on each container and on a packing slip to be enclosed in each container. Unless otherwise specified in the Purchase Order, shipments will be prepaid and there will be no extra charges for packing or cartage, delivery will be to the Buyer's plant or location that placed the Purchase Order, and title and risk of loss will not pass to Buyer until the order has been inspected and accepted.

5.Inspection; Rejection of Goods: Buyer has the right to inspect the Goods and to reject any or all of the Goods that are in Buyer's judgment defective or nonconforming. Goods so rejected and Goods supplied in excess of quantities specified in the numbered Purchase Order may, at Buyer's option, be returned, or held for disposition, at Seller's risk and expense. Payment for any or all of the Goods will not, in and of itself, constitute acceptance by Buyer.

6.Warranty: Seller warrants: (a) good title to the Goods free and clear from all liens and encumbrances; (b) delivery of the Goods and Services free of any patent, trademark, copyright or similar claim; (c) that the Goods will be of merchantable quality and free from defects in materials, workmanship and fabrication quality; and (d) that the goods will be fit for the ordinary purposes for which such Goods are used and, if Seller is aware of any other intended use, fit for such intended purpose. These warranties will be in addition to all warranties provided by law or by Seller. All warranties will survive acceptance and payment, and will run to Buyer and its employees, customers, successors and assigns. Seller agrees to indemnify and hold Buyer harmless from any loss, cost, damage, expense (including attorney's fees) or liability of Buyer arising out of or in any way connected with a breach of any warranties or the negligence of Seller in the manufacture or design of the Goods or performance of the Services.

7.Changes: Buyer has the right at any time to make changes in specifications, materials, packaging, time and place of delivery and method of transportation. If any such changes cause an increase or decrease in the cost or the time required for performance, an equitable adjustment will be made.

8.Termination for Convenience of Buyer: Buyer may terminate any individual Purchase Order or any part of a Purchase Order for its sole convenience. In the event of such termination, Seller will immediately stop all work. Seller will be paid a reasonable termination charge consisting of (a) a percentage of the Purchase Order price reflecting the percentage of the work performed but not yet paid for prior to the notice of termination (upon which payment at Buyer's option Seller will ship to Buyer all completed Goods and work-in-progress), plus (b) actual direct costs resulting from termination (subject to Seller's obligation to mitigate such costs). Reimbursable costs will not include the cost of raw materials usable or resalable by Seller in the ordinary course of business. Buyer will have the option to purchase any materials specifically ordered by Seller to perform the contract, at Seller's cost plus ten percent.

9.Termination for Cause: Buyer may also terminate any individual Purchase Order or any part of an individual Purchase Order for cause in the event of Seller's failure to comply with any of the terms and conditions of the Purchase Order, including without limitation late deliveries, deliveries of defective or nonconforming products and failure to provide upon request reasonable assurances of future performance. In the event of termination for cause, Buyer will not be liable for any amounts other than a percentage of the Purchase Order price reflecting Goods or Services accepted by Buyer. Seller will be liable to Buyer for any and all damages sustained by reason of the default which gave rise to the termination, including without limitation any costs of completing the contract in excess of the price fixed in the Purchase Order.

10.Compliance with Laws: Seller will comply fully with every statute, law, regulation and order applicable to the Goods, the Services and the Seller, and will indemnify, defend and hold harmless Buyer from Seller's failure to do so. Without limiting the generality of the foregoing, Seller specifically agrees to comply with each of the following to the extent they are applicable to any Purchase Order of Buyer: **The Equal Employment Opportunity Clause** in Section 202 of Executive Order 11246, as amended, and the regulations at 41 CFR Parts 60-1 through 60-60, and Sections 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and 503 of the Rehabilitation Act of 1973, as amended, and the regulations at 41 CFR Parts 60-250 and 60-741 relative to equal employment opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance Programs, and the Foreign Corrupt Practices Act.

11.Independent Contractor: When Seller performs work of any description in furtherance of the Purchase Order on the premises of Buyer or any of Buyer's customers, Seller agrees that such services are to be rendered by Seller as an independent contractor and Seller will provide all safeguards and take all necessary precautions to prevent the occurrence of any accident, injury, death or loss to any person or property and will be solely responsible therefore, except to the extent caused by the negligence of Buyer. Seller will maintain public liability and property damage insurance with reasonable limits covering its obligations and will also maintain proper worker's compensation insurance covering all employees performing the Purchase Order.

12.Time; Delays: If a delivery date and/or time is specified, time is of the essence of such provision. However, neither party will be liable for any delay in performance due to causes beyond its control including, but not limited to, acts of nature, acts of government or labor disputes.

13.Limitation of Damages; Statute of Limitations: Buyer's liability on any claim of any kind for any loss or damage arising out of or connected with or resulting from the contract, its performance or any breach will not exceed the price allocable to the Goods or Services or portion thereof which gives rise to the claim. In no event will Buyer be liable for anticipated profits, for incidental or consequential damages or for penalties of any description. Any action resulting from any breach on the part of Buyer must be commenced within one year after the cause of action has accrued.

14.Waiver: If Buyer provides Seller with an opportunity to cure its performance, such will not be construed as a waiver of any or all of the terms and conditions of the contract or any other rights or remedies of Buyer provided by law. Waiver of any default will not waive any other default.

15.Assignment: No assignment, delegation or subcontract is permitted without Buyer's prior written consent.

16.Governing Law & Venue: The contract will be governed by and construed in accordance with the laws of the State of Tennessee, except to the extent that its choice of law rules would lead to application of the law of another jurisdiction. If legal action is brought by either party to enforce this Agreement or the terms of any Purchase Order, exclusive jurisdiction and legal venue for said action shall be in the Circuit or Chancery courts of Knox County, Tennessee or in the United States District Court for the Eastern District of Tennessee, Knoxville Division. Any such dispute will be heard by the Judge, sitting without a jury, and Buyer and Seller both agree that neither shall have any right to demand trial by jury for any such dispute. Both parties agree to submit themselves to the personal jurisdiction of the courts of Knox County, Tennessee for any such dispute and waive any defense or claim of improper venue or inconvenience of the forum.

17.Conflicts: If a conflict exists between terms of this Agreement and any other Agreement, either past, present or future between Buyer and Seller, the terms of this Agreement shall prevail. If any provision of this Agreement is held by court of competent jurisdiction to be void or unenforceable, the remaining provisions shall continue in full force and effect.