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FORMERLY KNOWN AS **GEMPCO - THE GENERAL METALS POWDER COMPANY**

TERMS AND CONDITIONS

1. GMP Friction Products recognizes that the Customer may for operating convenience desire to utilize its own request for quotation form; therefore, it is agreed that any provision in the Customer's request for quotation form which modify, conflict with or contradict any provisions of GMP Friction Products' quotation form, shall be deemed to be waived and that the provisions of the GMP Friction Products' quotation form constitute the whole contract between the parties.

In the absence of a written acceptance of these terms and conditions by the Customer, an acceptance of any of the products covered by this quotation shall constitute an acceptance of these terms and conditions and shall constitute the entire contract between us. GMP Friction Products' failure to object to provisions contained in a Customer's form or other communications shall not be deemed a waiver of the terms and conditions hereof.

2. The approval and acceptance of Customer's order being based upon the written requirements shown hereon, it is agreed that no verbal alteration or agreement between Customer and any agent of GMP Friction Products shall be binding upon GMP Friction Products.

3. Orders once accepted as shown on this quotation form are not subject to cancellation or change without consent in writing, between Customer and GMP Friction Products except as hereinafter provided.

4. GMP Friction Products shall not be held liable for delays in production or shipping of articles sold hereunder due to any Acts of God, war, the public enemy, mobilization, riot, strike or labor difficulties, drought, fire, flood, explosion, accident, shortage of cars or trucks, delays of carriers, embargoes, the acts or orders of government or political subdivisions thereof, inability to obtain suitable or sufficient labor or necessary supplies of raw materials, or any other contingencies or cause beyond GMP Friction Products' control.

5. All products sold hereunder are warranted to be free from defects in material and workmanship. This express warranty is in lieu of and excludes all other warranties, expressed or implied, and is given to customer exclusively, and to no others. Defective products may be returned by customer to GMP Friction Products after inspection by GMP Friction Products, or upon authority from GMP Friction Products without inspection, but only after definite shipping instructions from GMP Friction Products. Packaging of returned merchandise shall conform to the same methods employed by GMP Friction Products in shipping to the customer. Credit will not be allowed for returned merchandise damaged beyond the original defects, which damage was occasioned by carelessness of customer or third parties, or improper packaging for return. Products so inspected or so returned and found by GMP Friction Products to be defective, will be replaced or repaired without charge, but GMP Friction Products shall not be liable for loss, damage or expense, directly or indirectly, arising from the use of the material by customer or from any other cause, the liability of GMP Friction Products being expressly limited to customer for the replacement or repair of defective products. Every claim on account of defective material or workmanship or for any cause shall be deemed waived by customer unless made in writing to GMP Friction Products within sixty (60) days from the date of the receipt of the products to which such claim relates.

Replacements of defective materials, when so agreed to between GMP Friction Products and customer, shall be made on a separate order issued by the customer who undertakes to supply an adequate number of steel discs or other integral parts if and as required to permit replacement.

6. In consideration of GMP Friction Products' express warranty to customer and upon acceptance of the product or products subject of this quotation, and further, upon customer's taking sole possession, control and use of said product or products by incorporating them into customer's own product or products, customer hereby agrees to save harmless GMP Friction Products, its successors and assigns, from any and all claims, actions or causes of action by third parties or the public in general, arising from the manufacture and use of customer's said product or products, including the expense and costs of litigation, if any, which might be brought against The GMP Friction Products and/or customer, together with the payment of any and all claims, settlements or judgements arising therefrom.

7. Inspection of GMP Friction Products' product shall be made by the customer at the customer's plant, not at the plant of GMP Friction Products. This conforms not only to GMP Friction Products' standard practice, but to imposed regulations for the non-disclosure of information concerning confidential work, processes, and methods of manufacture conducted in GMP Friction Products' plant.

8. Invoices for products delivered under this quotation are payable only in funds which are accepted at par in Akron, Ohio. Should customer prefer to send a local check, GMP Friction Products reserves the right to charge customer whatever exchange GMP Friction Products is required to pay.

9. Any equipment (including jigs, dies, tools and accessories for manufacture) which GMP Friction Products constructs or acquires from the customer, notwithstanding any charge therefore, are to be and remain GMP Friction Products' property and in GMP Friction Products' possession and control. When for two consecutive years no orders are received for products to be made from such equipment, the equipment may be treated as obsolete and destroyed by GMP Friction Products without notice or obligation to customer.

10. Any materials or equipment owned or furnished by the customer, while in GMP Friction Products' possession, will be handled carefully and stored by GMP Friction Products, but GMP Friction Products is to have no responsibility or liability for loss or damage thereto for any unavoidable cause or other cause beyond GMP Friction Products' reasonable control.

11. No right is conveyed or granted to use the material for any purpose other than that for which it is expressly sold, without prior consent of GMP Friction Products.

12. GMP Friction Products represents that the prices charged or to be charged for goods sold under this quotation are not in excess of the maximum prices permissible under federal law and regulations.