



Dieco Operating Company, LLC

PARTS AND SERVICE TERMS AND CONDITIONS

1. Limited Warranty

1.1 Parts Limited Warranty: Dieco Operating Company, LLC d/b/a Dieco (“Dieco”), warrants that any tooling, assembly, parts or components (collectively, “Parts” delivered by Dieco will be free from defects in material and workmanship (the “Parts Limited Warranty”) as hereinafter provided. This Limited Warranty shall be effective for a period of thirty (30) days from the date of delivery of any Part and any rebuilt or replacement Part covered by this proposal. At the conclusion of the Limited Warranty period, Producto shall be under no further obligation to the Customer in connection with this Limited Warranty. Dieco’s sole obligation and Customer’s exclusive remedy hereunder is limited to the repair or replacement of any Part which Dieco determines, in its sole discretion, is defective. In its sole discretion, Dieco may replace a defective Part with a new or rebuilt replacement Part. The ordinary and intended consumption, depletion or wear of any Part shall not be deemed a defect for purposes of this Parts Limited Warranty. This Parts Limited Warranty shall apply to any replacement Part for the lesser of thirty (30) days or the remainder of the original Parts Limited Warranty period applicable to replacement Part at issue. For purpose of this Parts Limited Warranty, a “rebuilt” replacement Part is one that has been returned to its original specifications. This Parts Limited Warranty shall be VOID and Dieco shall be under no further obligation to Customer hereunder in cases of operator error, accident, neglect, misuse, failure to maintain and/or service a Part or a machine to which the Part is a part of or affixed. This Parts Limited Warranty shall be VOID and Dieco shall be under no further obligation to Customer hereunder if the machine or machines to which the Part is now part of are not operated in accordance with the manufacturer’s instructions or specifications, and/or Customer causes a defect as a result of Customer’s installation and/ or acts outside of Dieco’s control such as casualty, riots, rebellions, pandemics, government action, accidental explosions, fire, floods, storms, natural disasters, acts of God, terrorism, and similar occurrences, or any other use of a Part other than the normal use of such Part for its intended purpose.

1.2 Services Limited Warranty: Dieco warrants that any design, engineering, repairs and services (collectively, “Services”) will be performed in a good and workmanlike manner consistent with applicable industry standards for similar services. This Services Limited Warranty will be in effect for a period of thirty (30) days from the completion of any Services. As Customer’s sole and exclusive remedy and Dieco’s entire liability for any breach of the Services Limited Warranty, Dieco will, at its sole option and expense, promptly re-perform any Services that fail to meet this Services Limited Warranty, or in Dieco’s discretion, refund to Customer the fees paid for the non-conforming Services.

1.3 Termination of Limited Warranties. The Limited Warranties provided in this Section will be deemed to have been voided and terminated if: (i) any deliverable is modified by Customer or its employees or agents (other than a modification authorized or approved by Dieco),



(ii) any deliverable is damaged after acceptance by Customer for any reason other than a failure that results from a breach of warranty by Dieco, (iii) any deliverable is damaged after acceptance by Customer by abuse, misuse, operation other than in accordance with applicable documentation or through Customer's failure to perform routine or required maintenance, or (iv) any failure of a deliverable to be compatible with any other systems or operating environment unless such compatibility was set forth as a requirement in the applicable statement of work.

1.4 Disclaimer: EXCEPT FOR THE LIMITED WARRANTIES PROVIDED HEREIN, DIECO MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO, AND HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. DIECO FURTHER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, (I) ANY WARRANTY ARISING FROM USAGE OF TRADE OR BY COURSE OF DEALINGS; (II) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND (III) ANY WARRANTY FOR ANY CUSTOM DESIGN AND/OR ENGINEERING SERVICES PROVIDED BY DIECO AND/OR PARTS THAT MAY BE DEVELOPED BY DIECO BASED UPON THE CUSTOMER'S SPECIFICATIONS, DESIGNS, DRAWINGS, CONCEPTS, MEASUREMENTS, MODELS, PROTOTYPES AND/OR INTENDED USE.

2. Limitations on Liability

IN NO EVENT SHALL DIECO OR ANY OF ITS PARENTS, SUBSIDIARIES, AFFILIATED COMPANIES, SUCCESSORS AND/OR ASSIGNS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY MANNER CONNECTED WITH THE MANUFACTURE, DELIVERY OR USE OF THE PARTS OR SERVICES COVERED BY THIS PROPOSAL REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FURTHERMORE, ANY AND ALL LIABILITY FOR ALL CLAIMS OR CAUSES OF ACTION, WHETHER FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, WARRANTY OR OTHERWISE, SHALL IN THE AGGREGATE NOT EXCEED THE COST OF THE ACTUAL PART OR PARTS OR SERVICES COVERED BY THIS PROPOSAL THAT ARE SPECIFICALLY APPLICABLE.

3. Delivery: FOB Shipping Point: Ex Works

Delivery of any Parts shall be made within a reasonable time unless otherwise specified and such reasonable time shall be computed from date of receipt at the factory of all written details pertaining to the order, including any required deposit. Unless otherwise expressly provided,



delivery of Parts shall be as follows: (i) for domestic shipments, all goods will be shipped FOB Shipping Point, 30600 Aurora Road, Suite 160, Solon, Ohio 44139, USA; and (ii) for international shipments, Ex Works, 30600 Aurora Road, Suite 160, Solon, Ohio 44139, USA. For both domestic and international shipments, all risk of loss or damage in transit shall be borne exclusively by Customer which shall be responsible for filing any claims against the carrier. Dieco shall not incur liability of any kind due to any delay or failure to deliver for any reason.

4. **Specifications. Acceptance by Customer**

4.1 Specifications. The specifications attached hereto form a part of this Proposal between Dieco and the Customer. Customer will be deemed to have accepted these Terms and Conditions when Customer issues its Purchase Order, including, but not necessarily limited to any and all drawings supplied by Customer which shall be specifically referenced by drawing number(s) in the Purchase Order. Customer shall be required to maintain up-to-date drawings, and it is the Customer's obligation to ensure that Dieco is in possession of the most current and up- to-date drawings at all times; PROVIDED, HOWEVER, no further changes to the drawings or Purchase Order will be accepted within sixty (60) calendar days of the scheduled shipping date. In the event of any changes requested by Customer to the Purchase Order and/or revisions to the drawings subsequent to Dieco's acceptance of the Purchase Order, Dieco expressly reserves the right to adjust the Purchase Price accordingly for any additional work, services, materials, supplies and/or alterations that may be necessary.

4.2 Acceptance by Customer. Customer's acceptance is limited to acceptance of Dieco's Terms and Conditions, and Dieco hereby objects to and rejects any proposal by Customer for additional or different terms, whether contained in Customer's Purchase Order or otherwise. If Customer proposes additional or different terms which relate to the description, quantity, price or delivery schedule of the goods (whether contained in Customer's Purchase Order or otherwise), Dieco's Terms and Conditions shall supersede and be controlling, and Dieco's Terms and Conditions will be deemed accepted by Customer without Customer's changes or additions to such Terms and Conditions. Dieco's acceptance of the Customer's Purchase Order is expressly conditional on Customer's assent to Dieco's Terms and Conditions which shall be superseding.

Customer and Dieco agree that, notwithstanding the prior or subsequent use by Customer of any order form, invoice or other document containing printed terms or conditions, such other additional or different terms and conditions shall be of no force and effect. The Parties expressly acknowledge that they are contracting solely on the basis of Dieco's Terms and Conditions, which contain the entire understanding of the Parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and may not be amended, modified or otherwise supplemented unless such amendments, modifications or supplements are in writing and signed by Dieco's CEO. A provision contained in any order form, invoice or other document used by Customer (whether prior or subsequent to the date of this order) which is inconsistent with any provision contained herein or as contained in Dieco's Terms and Conditions will have no force or



effect and will not be binding on Producto unless such provision is specifically signed by Dieco's CEO.

4.3 Dieco's Proprietary Property. Drawings or processes as a result of design engineering services and/or tooling design/fixturing are the sole and exclusive property of Dieco. All patented and patentable materials, any and all written materials whether or not subject to copyright protection, as well as all specifications, designs, blueprints, technical documents, instructions, molds, models, casts, formulas, sketches, drawings, manufacturing processes, know-how, software and software protocols, and other business information to which Customer may have access to under this Agreement shall be proprietary to Dieco ("Dieco's Proprietary Property") and shall remain the sole and exclusive property of Dieco. Dieco's Proprietary Property shall be kept confidential, shall not be used by Customer, its agents, affiliates, representatives or employees for any purpose except in connection with the work to be done by Dieco for Customer under this Agreement, and shall not be used disclosed or made available to any other third party by Customer or its agents, representative or employees without prior written authorization from Dieco. By its acceptance of Dieco's Terms and Conditions, Customer agrees to take all necessary precautions against theft, loss, unauthorized duplication or wrongful distribution, or unauthorized use of Dieco's Proprietary Property. Customer is strictly prohibited from utilizing any of Dieco's Proprietary Property in any manner other than as expressly intended hereunder, and nothing contained herein may be construed a license or authorization by Dieco for Customer to utilize any of Dieco's Proprietary Property in such manner.

4.4 No Cancellation. Customer shall not be permitted to cancel any order once it has been received by Dieco.

5. **Assignment & Subcontracting.**

Customer shall not assign any of its rights or delegate any of its obligations under these Terms and Conditions without the prior written consent of Service Provider. Any purported assignment or delegation by Customer in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement. Service Provider may assign its rights and/or delegate its obligations to an affiliate of Service Provider, at its sole discretion. Dieco may assign its rights and/or delegate its obligations to an affiliate of Dieco, at its sole discretion. Dieco may utilize subcontractors to perform its obligations under this agreement without written consent of the Customer without relieving Dieco's duty to deliver products in accordance with Customer Specifications.