

DURA-BELT'S TERMS AND CONDITIONS OF SALES

ENTIRE AGREEMENT/ORDERS. No order for Dura-Belt Inc. ("Dura-Belt") goods shall be binding upon Dura-Belt until acknowledged in writing by Dura-Belt. All orders and acknowledgements are conditioned on credit screening and approval. Dura-Belt's acknowledgement and these Terms and Conditions constitute the entire agreement between Dura-Belt and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after Dura-Belt's acknowledgement is rejected. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect. In no event will Dura-Belt be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which Dura-Belt satisfies an order submitted on Purchaser's own purchase order form. Purchaser shall have been deemed to agree to these Terms and Conditions upon payment of any related invoice submitted by Dura-Belt, acceptance of delivery of Dura-Belt goods or failing to expressly notify Dura-Belt in writing within five (5) days of receipt of Dura-Belt's acknowledgement of any objections it may have to these Terms and Conditions. No acknowledgement by Dura-Belt and no provision of Dura-Belt's Terms and Conditions shall be subject to change in any manner except as agreed to in writing by an officer of Dura-Belt.

2. PRICES. All prices are subject to change without notice and quoted in U.S. dollars unless otherwise noted. Written quotations expire thirty (30) calendar days from the date of quotation unless specified otherwise. Verbal quotations expire in twenty-four (24) hours from the time of quotation or at will by Dura-Belt. Prices do not include sales, excise, municipal, state or any other government taxes or charges. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of the goods to the extent required or not forbidden by law to be collected by Dura-Belt from Purchaser, shall be paid by Purchaser to Dura-Belt unless Purchaser furnishes Dura-Belt with exemption certificates acceptable to the relevant taxing authorities. Dura-Belt reserves the right to revise prices of work in process which results in delayed production for a period in excess of thirty (30) days due to any action on the part of the Purchaser. Typographical and/or clerical errors made by Dura-Belt are subject to correction.

3. TERMS OF PAYMENT. For all e-commerce or online purchases, payment shall be made by credit card, authorization of which is required before the order will be processed. Invoices are net thirty (30) days from the date of invoice unless specified otherwise and approved in writing by Dura-Belt. Past due accounts will bear interest at the rate of 1 1/2% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. Dura-Belt may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit. Dura-Belt reserves the right at any time and in its sole discretion to demand full or partial payment before proceeding with a contract of sale. If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when Dura-Belt is prepared to deliver. The goods may thereafter, at

Dura-Belt's option, be stored at the risk and expense of Purchaser. If Purchaser defaults when any payment is due, the whole contract price shall become due and payable upon demand or Dura-Belt, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the contract. Orders cancelled by the Purchaser within one week of scheduled delivery are subject to an order cancellation fee. For standard goods, the order cancellation fee will be 20% of the order. For custom products that do not require a pre-payment, the cancellation fee will be based on the value of the custom components and any other additional costs incurred by Dura-Belt.

4. DELIVERY. Dura-Belt shall not be liable for any damage as a result of any non-delivery or delay due to any cause beyond Dura-Belt's reasonable control, including, without limitation, an act of God; act of Purchaser; embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. In the event of any such delay, the date of delivery, at Dura-Belt's option, shall be extended for a period equal to the time lost by reasons of the delay.

5. SHIPMENT/RISK OF LOSS. All shipments are subject to an overrun or shortage of 5% of the quantity specified. Unless otherwise noted, all quoted prices and sales of goods are made FOB our plant. Delivery dates given in advance of actual shipment of goods or performance of services are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. Method and route of shipment will be at the discretion of Dura-Belt unless specified otherwise by Purchaser and agreed by Dura-Belt, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Purchaser is responsible for all import/export licenses, permits, or authorizations. Dura-Belt shall not be required to insure shipments unless specifically requested in writing by the Purchaser. Claims for shortage or other errors must be made in writing to Dura-Belt within five (5) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser. To the extent legal title to the goods shall be deemed to pass to Purchaser at the time of delivery and prior to performance of all of Purchaser's obligations, equitable title shall remain in Dura-Belt until payment in full of the purchase price, and Purchaser shall grant and by acceptance of the goods shall be deemed to have granted to Dura-Belt a first security interest in all goods to secure payment of the purchase price and all other amounts owed to Dura-Belt. Dura-Belt reserves the right to make delivery of goods in installments, unless otherwise expressly stipulated in the agreement for sale. Such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

6. WARRANTY/CLAIMS. Purchaser acknowledges that it has selected and ordered goods based on its own skill and judgment and agrees that it is responsible for ensuring that the goods selected are fit for Purchaser's purpose. Dura-Belt warrants to the Purchaser only that its goods have been produced in accord with Dura-Belt's standard practices with regard to materials and workmanship. This warranty is limited to goods that are used in accordance with published specifications and only for a period of one

year from date of purchase. Dura-Belt will, subject to the terms of this warranty, replace or repair, at its option, any defective good. The warranty period for the repaired or replaced product shall extend after the date of repair or replacement for a time equal to the original warranty period. No goods are to be returned to Dura-Belt without prior written consent. (a) THIS WARRANTY IS IN LIEU OF ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER OBLIGATION ON THE PART OF THE SELLER. (b) Dura-Belt shall have no obligation under this warranty if damage to the good occurs because of improper handling or operation, modification of the good, abuse, misuse, unauthorized repairs made or attempted and/or where equipment is operated above rated capacity. (c) No agent, employee or representative of Dura-Belt has authority to bind Dura-Belt to any affirmation, representation or warranty concerning the goods sold. (d) Upon receipt, Purchaser shall inspect the goods. All notice of claims, including claims for alleged defective goods, must be made within fifteen (15) days after Purchaser learns of facts upon which such claim is based. All notice claims not made in writing and received within the time period specified above shall be deemed waived. If no notice of claim is made within fifteen (15) days, the goods are irrevocably accepted by Purchaser. Purchase agrees that any litigation or arbitration relating to the allegedly defective goods must be commenced within one (1) year after Purchaser's receipt of the goods. Purchaser hereby expressly assumes all liability for all damage and injury occurring before and after said time periods if notice is not made pursuant to this agreement.

7. LIMITATION OF LIABILITY/INDEMNITY. Unless otherwise stated on its web pages, Dura-Belt's liability on any claim for loss or damage arising out of this transaction or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocable to such goods or services or part thereof involved in the claim, regardless of cause or fault. This limitation of liability reflects a deliberate and bargained-for allocation of risks between Dura-Belt and Purchaser and constitutes the basis of the parties' bargain, without which Dura-Belt would not have agreed to the price or terms of this transaction. Dura-Belt shall not, under any circumstances, be liable for any labor charges without its prior written consent. DURA-BELT SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGE. In addition, if Dura-Belt furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject Dura-Belt to any liability, whether based on contract, warranty, tort (including negligence) or other grounds. In the event

Purchaser modifies Dura-Belt goods or incorporates Dura-Belt goods into another product or component part, Purchaser agrees to hold harmless and indemnify Dura-Belt from any and all claims, liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify Dura-Belt from any patent or other intellectual property claims related to any Dura-Belt goods made in accordance with Purchaser's designs or specifications.

8. WAIVER AND CHOICE OF LAW. The failure of Dura-Belt to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of Dura-Belt to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights thereunder and shall not effect Dura-Belt's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions. All transactions shall be governed by the laws of the State of Ohio, United States of America, excluding conflict law rules. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

9. DISPUTE RESOLUTION/ATTORNEYS' FEES. Any dispute, controversy or claim arising out of or related to this transaction where the matter in controversy does not exceed the sum of \$75,000, exclusive of interest and costs, shall be resolved by binding arbitration. A demand for arbitration shall be served on the other by certified mail. Within forty-five (45) days after a party demands arbitration, the parties shall select a single arbitrator. The selected arbitrator shall conduct the arbitration in a manner substantially similar to the procedures set forth in the Commercial Arbitration Rule of the American Arbitration Association ("AAA"). If the parties are unable to agree on an arbitrator, the party demanding arbitration shall file a demand for arbitration with the AAA and the arbitration shall then proceed in accordance with the Commercial Arbitration Rules of the AAA. In all circumstances, the arbitration shall take place in Franklin County, Ohio. In the event that AAA rules cannot be used, any arbitration shall be governed under the UNCITRAL arbitration rules. Any dispute, controversy or claim arising out of this transaction where the matter in controversy exceeds the sum of \$50,000, exclusive of interest and costs, shall be adjudicated exclusively by a court of competent jurisdiction in Franklin County, Ohio. Purchaser consents to personal jurisdiction and venue in Franklin County, Ohio and agrees not to take any action to challenge such jurisdiction or venue. Dura-Belt may bring an action against Purchaser in any jurisdiction or venue. In the event of any action or proceeding related to this transaction, and Dura-Belt is determined to be the prevailing party with regard to some or all claims, Purchaser agrees to pay all of Dura-Belt's attorney's fees and litigation costs up through and including any appeal.