

CONDITIONS AND ASSUMPTIONS UNDERLYING PRICES QUOTED

These Conditions and Assumptions are an integral part of any Quotation issued by GTC, and submitted to a prospective customer/buyer ("BUYER"), for goods to be supplied or services to be performed by GTC as described therein ("Quote"). Unless otherwise stated on the face of the Quote, all of these Conditions and Assumptions shall apply to each individual line-item therein, and any changes requested by the BUYER must be evaluated and considered by GTC, in its sole discretion, for potential cost and pricing impact. Notwithstanding any language to the contrary contained in BUYER's terms and conditions, changes to these Conditions and Assumptions shall not be enforceable unless specifically identified by the BUYER and accepted by GTC, by express written agreement of both parties.

1. Pricing and payment. All prices are in U.S. Dollars, payable in cash or equivalent, due **Net-30** days from date of invoice. A finance charge of 1½% per month shall be assessed on all past due invoices.
2. Taxes separate. The prices set forth in the Quote do not include any amount for sales, use or transfer taxes. Any and all such taxes shall be separately billed on GTC's invoice and BUYER will be liable for the same, unless proper proof of exemption is furnished to GTC.
3. Credit approval. Acceptance of any order from BUYER shall be contingent upon approval by GTC, in its sole discretion, of BUYER's credit references.
4. Delivery. All deliveries are **FOB-shipping point** at GTC's plant in Cincinnati, Ohio. Delivery dates are approximate only and are based upon prompt receipt by GTC of all details necessary for proper execution of an order.
5. Scrap and rework. Each individual line-item price includes an allowance for scrap and rework as considered necessary based on specific engineering estimates, course of dealings between BUYER and GTC, or in accordance with industry practice. However, whenever raw materials, commercial components or other goods are to be furnished by the BUYER for use by GTC in the performance of an order, the individual line-item price cannot and therefore does not include any allowance for the related cost of scrap and the **BUYER assumes all risk of loss for scrap and replacement of its own raw materials, commercial components or other goods.**
6. Limited liability for damages. GTC shall not be responsible for any incidental or consequential damages and in no event shall GTC's total liability for any and all damages exceed the aggregate of individual line-item prices contained in BUYER's purchase order that are directly related to any alleged damages.
7. Returned goods. Goods or services that are non-conforming may be repaired, replaced or re-performed, at the sole discretion of GTC. **BUYER must notify GTC of any non-conformance** that may result in rejection of goods immediately upon inspection thereof, but in any event **not later than 90 days** after shipment by GTC. A Return Material Authorization (RMA) number must be obtained from GTC prior to return of any goods. GTC may elect to reimburse the purchase price of non-conforming goods previously paid by BUYER; however, BUYER must immediately return all related tangible and intangible work products to GTC.
8. Warranties. GTC warrants that any and all goods supplied to or services performed for BUYER shall: (a) Conform fully to all specifications contained in BUYER's request for quotation unless specific exception is taken thereto on the face of the Quote; (b) Be manufactured consistent with current industry practice and free from defects in materials and workmanship; and (c) Be free and clear of all liens, claims, security interests and encumbrances whatsoever. In order to be enforceable, BUYER must assert a valid warranty claim and such claim must be received by GTC **no later than one year** from the date of shipment of goods or performance of services. **GTC specifically disclaims any other warranties** express or implied, including but not limited to merchantability or fitness for a particular use.
9. Confidentiality. BUYER shall treat all information received from GTC pursuant to or in furtherance of its Quote as **trade secret and proprietary to GTC exclusively**, and shall protect and keep confidential such information. BUYER shall not disclose nor convert such information for its own use in any way whatsoever without the prior written consent of GTC.
10. Insurance and indemnification. As the designer and/or owner of all intellectual property rights to any goods to be delivered under BUYER's purchase order, BUYER in its sole discretion shall be fully and solely responsible for carrying any product liability insurance. In addition, BUYER shall indemnify, save, defend, and hold GTC harmless from any loss, cost, expense, or liability, including fees of accountants, attorneys, consultants, and expert witnesses **reasonably incurred in defending or enforcing GTC's rights in connection with its Quote or a resulting purchase order from BUYER**, or otherwise relating to the relationship of the parties, regardless of whether they are incurred before, during, or after any litigation or other dispute resolution procedure, regardless of success on the merits, and regardless of whether they relate to issues arising out of contract, tort, bankruptcy, intellectual property, or otherwise.
11. Governing law and forum. Any disputes that arise regarding the performance hereof shall be governed and construed in accordance with the **laws of the State of Ohio**, without regard to its conflict of law principles. Any legal action by either party against the other relating hereto may be commenced in a court of competent jurisdiction in Hamilton County, Ohio. For this purpose, each party **consents to personal jurisdiction** in such court and waives any right to dismiss or transfer such action or proceeding because of the inconvenience of the forum. Nothing in this section shall prevent enforcement in another forum of any judgment so obtained.