

GOODYEAR ENGINEERED PRODUCTS

Veyance Technologies, Inc.

Quotation Provisions

TERMS AND CONDITIONS OF SALE

PREFACE: THE INFORMATION HEREIN CONTAINED CONSTITUTES AN OFFER OR A REVISION TO AN OFFER, AS APPLICABLE (COLLECTIVELY HEREIN "QUOTATION"). ANY PRIOR RECEIPT BY CUSTOMER FROM ANY OTHER SOURCE OF ALL OR PART OF THE INFORMATION HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT AN OFFER. THIS QUOTATION IS EXPRESSLY MADE SUBJECT TO AND IS STRICTLY LIMITED TO THE QUOTATION PROVISIONS AND THE TERMS AND CONDITIONS OF SALE STATED IN VEYANCE'S ORDER CONFIRMATION ("VEYANCE'S TERMS") AND ANY INCONSISTENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S ACCEPTANCE, ORDER OR OTHER COMMUNICATIONS ARE SPECIFICALLY OBJECTED TO AND DISCLAIMED AND FURTHER NO AMENDMENTS OR MODIFICATIONS OF OR SUPPLEMENTS TO THESE QUOTATION PROVISIONS WILL BE VALID AND BINDING UPON VEYANCE UNLESS SUCH AMENDMENT, MODIFICATION OR SUPPLEMENT IS MUTUALLY AGREED TO IN WRITING AND SIGNED BY AN OFFICER OF VEYANCE AND AN AUTHORIZED REPRESENTATIVE OF CUSTOMER. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THESE QUOTATION PROVISIONS AND THE PROVISIONS REFERENCED IN THE QUOTATION OR ON ANY SUPPLEMENT ATTACHED HERETO, THE PROVISION REFERENCED IN THE QUOTATION OR ANY SUCH SUPPLEMENT SHALL CONTROL. CUSTOMER'S ACCEPTANCE OF ANY DELIVERY UNDER ANY ACCEPTANCE OF THIS QUOTATION, OR PRIOR TO DELIVERY, CUSTOMER'S INSTRUCTIONS TO VEYANCE TO COMMENCE PERFORMANCE, SHALL CONSTITUTE CUSTOMER'S AGREEMENT TO VEYANCE'S TERMS. THE QUOTATION PROVISIONS ARE SUBJECT TO THE DEFINITIVE AMPLIFICATION OF VEYANCE'S TERMS, A COPY OF WHICH IS AVAILABLE FROM VEYANCE UPON REQUEST. ANY ACCEPTANCE OF THIS QUOTATION MUST REFER TO VEYANCE'S QUOTATION NUMBER.

1. **Price Lists.** Price quotations are subject to all the provisions of Veyance's price list, if there is a price list covering quoted goods. Price lists, prices and quotations are subject to change without notice. Veyance may increase prices or change availability dates in accepted orders by notifying Customer prior to shipment. Subject to these Quotation Provisions, goods will be billed at prices in effect at the time of shipment. In this event, Customer may either accept the changes or cancel any undelivered portion of the order by written notice to Veyance delivered not more than 10 calendar days after notification of the increase or change in availability dates. Upon such cancellation, Customer shall have no liability for the canceled portion of the order except as to goods then manufactured or in process, components procured from outside sources, and special tooling and equipment procured for performance of the order. All prices are subject to increase from time to time to compensate for any tax, excise or levy imposed upon the goods sold, or upon the manufacture, sale, transportation or delivery of them, or whenever any tax, excise, levy, law or governmental regulation has the effect, directly or indirectly, of increasing the cost of manufacture, sale, or delivery. If any government law or action should have the effect of establishing a maximum price on goods to be delivered, Veyance may, at its option and without liability to Customer, terminate its obligation with respect to future shipments upon thirty (30) calendar days' written notice.

2. Product sold hereunder manufactured by Veyance meets agreed specifications according to established tests performed under controlled laboratory conditions and specific test requirements. These tests are not intended to reflect the performance of the product under actual conditions. Performance of the product as a component in a finished product may not necessarily meet the test requirements. Due to the number and variety of applications for which any product sold hereunder may be purchased and because Veyance has no control over (or knowledge of) the conditions under which the product may be used by others, VEYANCE DOES NOT RECOMMEND SPECIFIC APPLICATIONS OR PRODUCT DESIGNS OR ASSUME RESPONSIBILITY FOR USE RESULTS OBTAINED OR SUITABILITY FOR SPECIFIC APPLICATIONS. No statement contained herein shall be construed as a license to operate, or as a recommendation or inducement to infringe existing patents or as an endorsement of products of specific manufacturers or systems.

3. **NO RELIANCE.** CUSTOMER ACKNOWLEDGES THE USE OF ITS OWN KNOWLEDGE, SKILL, JUDGMENT, EXPERTISE AND EXPERIENCE IN (i) the selection of the product and/or (ii) in the selection, provision, or designation of any specification or set of specifications for a product agreed upon by Customer and Veyance; and CUSTOMER ACKNOWLEDGES THAT CUSTOMER DOES NOT RELY AND IS NOT RELYING ON ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR SAMPLES MADE OR PRESENTED BY VEYANCE, ITS EMPLOYEES, AGENTS AND/OR REPRESENTATIVES TO CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CUSTOMER DOES NOT RELY AND IS NOT RELYING ON ANY KNOWLEDGE, SKILL, JUDGMENT, EXPERTISE OR EXPERIENCE OF VEYANCE, ITS EMPLOYEES, AGENTS AND/OR REPRESENTATIVES IN CUSTOMER'S SELECTION OF THE PRODUCT OR IN CUSTOMER'S SELECTION, PROVISION OR DESIGNATION OF ANY SPECIFICATION OR SET OF SPECIFICATIONS. Without limiting the foregoing, CUSTOMER ACKNOWLEDGES THAT VEYANCE SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, INACCURATE OR UNSUITABLE SPECIFICATIONS OR INFORMATION PROVIDED, SELECTED OR DESIGNATED BY CUSTOMER.

4. **LIMITATION OF WARRANTY.** PRODUCT NOT MANUFACTURED BY VEYANCE IS SOLD WITHOUT WARRANTY, "AS-IS", AND IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN SECTION 5. SUBJECT TO THE LIMITATIONS OF SECTION 5 AND UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, product sold hereunder that has been manufactured by Veyance, unless sold without warranty "AS IS", is warranted to be free from defects in material and workmanship. Subject to the preceding sentence, and except as otherwise expressly provided herein, VEYANCE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE PRODUCT OR ANY OTHER PRODUCT SOLD HEREUNDER, WHETHER USED ALONE OR IN COMBINATION WITH ANY OTHER MATERIAL OR PRODUCT OR IN ANY PROCESS. VEYANCE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, EVEN IF VEYANCE HAS BEEN NOTIFIED OF THE POTENTIAL OF SUCH A LOSS OR CLAIM. OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN, THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS ON THE FACE HEREOF, EITHER EXPRESS OR IMPLIED.

5. **LIMITATION OF LIABILITY OF VEYANCE AND EXCLUSIVE REMEDY.** Any Veyance-manufactured product claimed to be defective in material or workmanship shall, upon Veyance's approval, be returned to Veyance as designated, at the Customer's expense. VEYANCE WILL, AS THE EXCLUSIVE REMEDY, MAKE AN ADJUSTMENT FOR PRODUCT IT FINDS TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP EITHER BY REPAIRING IT OR REPLACING IT AT AN ADJUSTMENT PRICE, OR IN LIEU THEREOF, AT VEYANCE'S OPTION, VEYANCE MAY REFUND THE PURCHASE PRICE UPON RETURN OF THE PRODUCT. Whenever a warranty for a specific product provides that no adjustment shall be made after a specified period of time, Veyance shall not be responsible under the terms of such warranty unless claim is made within such period of time. VEYANCE'S TOTAL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL CLAIMS, LOSSES AND DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER UNDER ANY WARRANTY OR BASED IN CONTRACT, NEGLIGENCE, OTHER TORT, STRICT LIABILITY, BREACH OF WARRANTY, OTHER THEORY OR OTHERWISE) SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH SUCH CAUSE ARISES, AND IN NO EVENT SHALL VEYANCE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES RESULTING FROM ANY SUCH CAUSE. NO EMPLOYEE, AGENT AND/OR REPRESENTATIVE HAS AUTHORITY TO MAKE ANY REPRESENTATION, PROMISE OR AGREEMENT, EXCEPT AS STATED HEREIN. VEYANCE SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL LIABILITY FOR, ALL PERSONAL INJURY AND PROPERTY DAMAGE CONNECTED WITH THE HANDLING, TRANSPORTATION, OR FURTHER MANUFACTURE, FABRICATION, ASSEMBLY, OR PROCESSING OF THE PRODUCT.

6. Veyance shall not be liable or deemed in default for failure to deliver or delay in delivery due to any cause beyond its reasonable control. If unable to meet delivery schedules, Veyance will endeavor to allocate material fairly among its Customers, but reserves to itself final determination of the deliveries to be made without liability.

7. Veyance will indemnify its Customer against all claims and demands for infringement of any United States patent by the product furnished under any accepted order provided the Customer notifies Veyance of any patent infringement and upon request tenders Veyance the defense of the claim. CUSTOMERS WHO FURNISH SPECIFICATIONS TO VEYANCE AGREE TO HOLD VEYANCE HARMLESS AGAINST ANY CLAIMS WHICH ARISE OUT OF VEYANCE'S COMPLIANCE WITH SUCH CUSTOMER SPECIFICATIONS.

8. Title to the goods shall pass to Customer upon passage of the risk of loss; provided, however, that to the extent permitted by law, until each of the goods to be delivered hereunder has been paid for in full, Veyance shall retain title to the goods; however, all risk of loss and responsibility for transportation and storage, taxes and duties shall transfer in accordance with these terms of sale. Notwithstanding any information shown in this Quotation regarding any estimated shipment, production or requested date(s) for the goods, Veyance is not obligated to produce, deliver or ship the goods by that estimated shipment, production or requested date(s).

9. Due to the varying locations of the operations of Customer and Veyance and the locations that may be involved in the performance and documentation of an order to which these Quotation Provisions are applicable, in order to settle upon and to eliminate any doubt as to the rights of the Customer and Veyance, Customer and Veyance agree that this Quotation shall be governed by and construed in accordance with the laws of the State of Ohio, United States of America, applicable to agreements to be performed in the State of Ohio, except that for sales or orders originating and to be performed in Canada by Canadian subsidiaries or affiliates of The Veyance Technologies, Inc., Customer and Veyance agree that this Quotation shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, applicable to agreements to be performed in Canada. Customer and Veyance exclude the application of the United Nations Convention on Contracts for the International Sale of Goods to this Quotation.