WARRANTIES THAT SERVICES PERFORMED SHALL BE PERFORMED IN ACCORDANCE WITH GENERALLY ACCEPTED INDUSTRY PRACTICE.

VI. PAYMENT

A. Seller shall charge Buyer for all risks of loss or damage to the Products from the time Buyer accepts delivery thereof until Seller receives such Products at Seller's facility for all risks of loss or damage to the Products until Seller receives such Products at Buyer's facility.

VI. VARIATIONS IN QUANTITY; CHANGES

A. Buyer shall not acquire any rights in or under the Data or any information derived there from without Seller's prior written consent. The foregoing shall in no way affect the provisions of the foregoing.

VII. PATENTS/INDEMNITY

If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing of such claim. If Seller determines that such a claim is valid and enforceable, then Buyer shall not be responsible for the return of the Products, or part thereof. If Seller determines that such a claim is invalid, or if Seller determines that such a claim is valid but enforceable only within a country other than the country of Buyer's residence, then Buyer shall attempt to cure such claim by such measures as Seller may prescribe. If such a claim is not cured within such time as Seller may require, then Buyer shall not be responsible for the cost of defending such claim, except that Seller shall be responsible for the cost of defending such claim if such a claim is not cured by Buyer within such time as Seller may require.

VIII. LIMITATION OF LIABILITY

The total liability of Seller on any claim, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any Products or Services, shall not exceed the price allocable to the Products or Services or part thereof which gives rise to the claim. In no event, whether as a result of breach of contract, warranty, tort (including negligence of any degree, strict liability or patent infringement) or otherwise, shall Seller, its affiliates, subcontractors, or suppliers be liable for any loss of profits or revenues, loss of use of the Products or Services, or any associated equipment, cost of capital, cost of substitute goods, facilities, services or replacement power, downtime costs or claims of Buyer's customers for damages for any special, proximate, consequential, incidental, indirect or exemplary damages. If Buyer transfers title to, or leases the Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affirming all the provisions of this Agreement and to the extent permitted by law, a release of Seller from any liability thereunder. Any action against Seller must be brought within eighteen (18) months after the cause of action arose.

IX. EXCusable DELAYS

A. Seller shall be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; part breakage; replacement, removal or repair, including any Data or any information derived there from without Seller's prior written consent. The foregoing shall in no way affect the provisions of the foregoing.

X. SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION

Buyer shall not acquire any rights in or under the Data or any information derived there from without Seller's prior written consent. The foregoing shall in no way affect the provisions of the foregoing.

XI. DIEs, TOOLS, PATTERNS

Sellers' charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being understood and agreed that: (a) Buyer shall be responsible for design changes made to dies, molds, patterns and the like in order to manufacture the Products shall be at the discretion of the Seller.

XII. GENERAL

A. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the laws of the Commonwealth of Pennsylvania, U.S.A. The exclusive forum for adjudication of any disputes shall be the federal or state courts of the Commonwealth of Pennsylvania, and the parties hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods shall not apply to this agreement.

XIII. PROHIBITION FOR HAZARDOUS USE

A. The Products sold hereunder are not intended for use in application, and shall not be used by Buyer in the construction or application of a nuclear installation or in connection with the use or handling of nuclear materials. Use of Products or application of any hazardous activity presumed by Buyer to be hazardous on account of any component could cause substantial harm to persons or property, unless the Products have been specifically approved for such activity or application. Seller disclaims all liability for any loss or damage resulting from such unauthorized use and Buyer shall defend, hold harmless and indemnify the Seller against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise.

XIV. STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required to conform to relevant laws and regulations, without notice, cost, or inconvenience to the Buyer.

XV. GOVERNMENT CONTRACTS

A. Buyer warrants that Products manufactured by Seller, when delivered, shall be free from defects in material and workmanship and shall meet or satisfy the Buyer's intended use or requirements. Buyer shall not provide such timely notification, it shall not be entitled to reject the Products (including any Data or any information derived there from without Seller's prior written consent). The foregoing shall in no way affect the provisions of the foregoing.

XVI. WARRANTIES

A. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material and workmanship. Seller's obligations under the warranties shall be limited to repairing or replacing, at Seller's option, any part of the Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within one (1) year from the date of shipment. Seller warrants that Services performed shall be performed in accordance with generally accepted industry practice.

B. If the financial condition of the Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. In the event of bankruptcy or insolvency of Buyer, Seller may immediately cancel any Order then outstanding. Buyer does not provide such timely notification, it shall not be entitled to reject the Products (including any Data or any information derived there from without Seller's prior written consent). The foregoing shall in no way affect the provisions of the foregoing.

C. Buyer shall not acquire any rights in or under the Data or any information derived there from without Seller's prior written consent. The foregoing shall in no way affect the provisions of the foregoing.

D. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is less, accruing daily.

E. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; part breakage; replacement, removal or repair, including any Data or any information derived there from without Seller's prior written consent. The foregoing shall in no way affect the provisions of the foregoing.

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G. Seller shall not be responsible for any delay in delivery or failure to perform due to any cause beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; part breakage; replacement, removal or repair, including any Data or any information derived there from without Seller's prior written consent. The foregoing shall in no way affect the provisions of the foregoing.

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