

**ROLLED THREADS UNLIMITED, LLC
PURCHASE TERMS AND CONDITIONS**

1. Offer, Governing Provisions and Re-orders. Any order for Products and/or Services which is placed by Rolled Threads Unlimited, LLC ("Buyer"), with any vendor or supplier ("Supplier"), regardless of how placed, is subject to these Purchase Terms and Conditions (the "Agreement"). No modified or other conditions will be binding on Buyer unless specifically agreed to in writing, and failure of Buyer to object to provisions contained in any order acknowledgement or other communications from Supplier will not be construed as a waiver of this Agreement nor an acceptance by Buyer of any such provisions. Buyer's purchase order and this Agreement constitute the entire agreement between the parties with respect to the purchase by Buyer of Products or Services from Supplier and supersede all prior or contemporaneous understandings or agreements.

2. General Scope. Buyer may place orders with Supplier, and Supplier may sell and deliver or furnish to Buyer, certain materials and fabrications conforming to Buyer's designated specifications ("Products"), as well as related services ("Services") requested by Buyer. Neither Supplier, nor any of their affiliates, subsidiaries, agents, distributors, employees or others related entities or persons, shall directly or indirectly sell to any entity or person other than Buyer any Products containing Buyer's Confidential Information or trademarks.

3. Prices and Payment Terms. Prices for all Products or Services will be as set forth in Buyer's purchase order. Payment terms are net 30.

4. Acceptance, Modification, and Cancellations of Orders. All orders will be deemed accepted by Supplier unless rejected in writing within five (5) days. After acceptance, an order may be cancelled only with Buyer's prior written consent.

5. Delivery and Risk of Loss; Title. Supplier shall deliver the exact quantities of Product(s) or perform Services by the delivery date to Buyer's plant in Waukesha, WI ("Delivery Location") which will constitute delivery to Buyer. All risk of loss or damage in transit shall be borne by Supplier. Supplier shall use suitable packing for the mode of transport to prevent damage during transport and to facilitate unloading, handling and storage in accordance with Buyer's Product specifications and other requirements and applicable laws and regulations. Special packing requirements may be set forth on a Buyer's purchase order. Supplier shall not make partial deliveries unless Buyer specifically authorizes partial deliveries in advance in writing on a case-by-case basis.

6. Buyer's Goods. All material or goods provided or paid for by Buyer ("Buyer's Goods") and all finished Products, will be marked by Supplier and, to the extent practical, Supplier shall segregated from the property of others, shall use Buyer's Goods only in filling Buyer's orders, and shall safely store Buyer's Goods at Supplier's expense. Supplier shall not assert any right, title or interest in Buyer's Goods or Products, except the right to receive payment from Buyer for Products. Supplier shall also keep Buyer's Goods and Products free from all claims, taxes, liens, or other encumbrances of any sort, other than those granted or created by Buyer, and shall take all actions required and sign any other documents that Buyer reasonably requires to maintain its interest therein superior to that of any other party (including Supplier). Supplier hereby authorizes Buyer to take appropriate measures evidencing its interest in Buyer's Goods and Products. Supplier shall not use Buyer's Goods or Products as collateral to secure financing. Supplier shall maintain all risk of loss against loss or damage for the full replacement value of Buyer's Goods and Products. In the event of any damage to Buyer's Goods provided to Supplier or any finished Products, Supplier shall pay within 5 days of demand from Buyer the full replacement value of such items, as calculated by Buyer.

7. Warranties and Limitations. Supplier warrants to Buyer that Products delivered by Supplier will: (i) be free from any defects in workmanship, material and design; (ii) conform to applicable specifications provided by Buyer; (iii) be fit for their intended purpose; (iv) be merchantable; (v) be free and clear of all liens, security interests or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights.

Supplier warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

The warranties set forth in this Section are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of Buyer's discovery of the noncompliance of the Products or Services with the foregoing warranties. All Products are subject to inspection and testing by Buyer or its designated representative, with respect to materials, and workmanship. If Buyer determines that any Products are non-conforming, Buyer shall promptly provide written notice of the non-conformity to Supplier.

If Buyer gives Supplier notice of noncompliance pursuant to this Section, Supplier shall, at its own cost and expense, promptly (i) replace or repair the defective or nonconforming Product and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective or nonconforming Products to

Supplier and the delivery of repaired or replacement Products to Buyer, and, if applicable, (ii) correct or re-perform the applicable Services. If Buyer rejects non-conforming Products, as directed by Supplier, Buyer will destroy or return the Products at Supplier's expense, and Supplier agrees to refund any amounts paid by Buyer for rejected Products. Any additional provisions regarding samples, inspection, and testing are as set forth in Buyer's purchase order.

Supplier shall indemnify, defend, and hold harmless Buyer and its business partners, employees and agents from and against any and all losses, liabilities, damages and expenses (including without limitation, attorneys' fees and other costs of defending any action) which Buyer may incur as a result of any claim by Supplier or others arising out of or in connection with the Products and/or Services purchased hereunder.

8. Trade Secrets/Confidential Information. Any non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings documents, data, business operations, customer lists, pricing, discounts, or rebates (collectively, "Confidential Information") that is disclosed to Supplier is disclosed in the strictest confidence and Supplier shall not disclose any Confidential Information unless authorized in advance by Buyer in writing. Supplier shall not copy or duplicate any Confidential Information for its own use or benefit. Supplier shall use the same degree of care to avoid disclosure of Confidential Information as it uses with respect to its own highest level confidential information and, in any event, no less than a reasonable degree of care. Confidential Information includes, but not be limited to, all information, regardless of the form in which it is transmitted or stored, relating to Buyer's research, development or business information, Products, Product specifications and trade secrets, as defined by law.

9. Compliance with Laws. Supplier warrants that the Products comply with all applicable rules, regulations and laws regarding the manufacture, transport, or sale of the Products.

10. Disputes and Governing Law. All matters arising out of or relating to this Agreement not otherwise resolved between Supplier and Buyer will be resolved exclusively in a court of competent jurisdiction located in Waukesha, Wisconsin, and be governed by Wisconsin law.

11. Miscellaneous and General.

a. Entire Agreement and Amendment. This Agreement and Buyer's purchase order contains the entire and only agreement regarding terms and conditions between the parties with respect to Products and/or Services. This Agreement may be modified only by a writing signed by Buyer.

b. Severability. In the event that any provision of this Agreement is declared void or unenforceable by any competent legislative or judicial authority, said declaration will not affect the enforceability of any other provision of this Agreement, it being the intent of the parties that this contract is severable and applied as if such void or unenforceable provision had not been included herein.

c. Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally, by facsimile, or by email (with confirmation of transmission), (b) one business day after having been dispatched by a nationally recognized overnight courier service or (c) five business days after being sent by registered or certified mail, return receipt requested, postage prepaid, to the appropriate party at the address, facsimile number, or email address specified below. All notices will be deemed given on the date the applicable notice is received.

If to Buyer:
Rolled Threads Unlimited, Inc.
1404 Pearl Street
Waukesha, WI 53186
Attn: President
Email: ted.ladky@rolledthreads.com

d. Waiver. Either Party's (i) failure to (x) insist on performance of any terms or conditions of this Agreement, or (y) exercise any right or privilege, or (ii) waiver of any breach of this Agreement, shall not thereafter waive that or any other term, condition, or privilege.

e. Insurance. Supplier shall maintain at its expense, and keep in full force and effect through the term of this Agreement and for 2 years after termination or expiration of this Agreement, insurance customary in its industry, with insurers licensed to do business in applicable jurisdictions and rated at least an A.M. Best rating of A- or equivalent.

f. Assignment. Supplier shall not assign any of its right or delegate any of its obligations under this Agreement without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Supplier of any of its obligations under this Agreement.