

THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE TRANSACTION REFLECTED IN THE PARTICULAR DOCUMENT TO WHICH THESE HAVE BEEN ATTACHED, AND TO ALL BUSINESS DEALINGS AND AGREEMENTS ENTERED INTO BETWEEN CUSTOMER AND UNICAST

SECTION 1. Description of Goods (Castings)

- (a) **Goods/Product Being Sold.** Unicast will provide the castings set forth on the front of this document subject to the terms and conditions set forth herein. This document shall at times hereafter also be referred to as the "Agreement".
- (b) Customer shall be solely and exclusively responsible -- and Unicast shall have no liability or responsibility -- for any of the following: (i) any variations between blueprints, and patterns and core box equipment (with patterns and core boxes being collectively referred to as "Tooling"); and (ii) the accuracy of Tooling obtained by Unicast for Customer at Customer's expense, when Customer has approved sample castings made using that Tooling.
- (c) Any change in casting design made at customer's written request will result in revision in any prices previously quoted by Unicast. All blueprints submitted for estimating purposes shall be marked by Customer with the rough casting weight, if known, or an estimated weight if not known, upon which Unicast's quotation will be based. When Unicast's quotation is based on an estimated weight, the price eventually billed will be adjusted at time of shipment by multiplying the weight adjustment factor times the difference between the estimated and the actual production weights. Unicast reserves the right to adjust pricing on future orders from Customer, to reflect actual production weight.
- (d) Unless otherwise expressly agreed to in a writing signed by Unicast's President, (a) all castings will be manufactured with gray cast iron or ductile cast iron; (b) no additional specifications -- other than agreed to in writing by Unicast -- with respect to mechanical or chemical properties are promised or guaranteed; and (c) all castings are sold as unmachined castings, with heads, risers, gates, fins and similar extraneous metal protrusions removed to approximate the contour of the pattern.
- (e) Unicast will attempt to furnish as near to the exact quantity specified as operational conditions permit. Unless otherwise agreed in writing by Unicast, Customer agrees to accept any overrun or underrun not exceeding ten (10%) percent above or below the quantity specified on the order, and the billing price from Unicast to customer will be adjusted accordingly to reflect such overrun or underrun. Customer shall be liable and responsible to Unicast for any special production services provided by Unicast, and also for any costs and expenses resulting from, connected with or associated with processing orders for less than a normal production quantity.

SECTION 2. Customer's Warranties and Representations; Customer's Indemnification of Unicast

Customer warrants and represents to Unicast that: (a) Customer has full right, title, license and authority to use, provide and transfer to Unicast any and all drawings, specifications, plans, designs and data in connection with any goods or services to be performed or provided by Unicast to Customer, (b) Customer is the legal and equitable owner of the Tooling, and it has full right, title and authority to deliver the Tooling to Unicast for use in manufacturing castings, and (c) no other person or entity has any right, title or interest in, or lien or encumbrance against, the Tooling. Under no circumstances shall Unicast be liable for any loss, damage, costs, fees or expenses arising out of, relating to or connected with any claim for patent or copyright infringement, or otherwise pertaining or relating to the manufacture and/or sale of any castings or other goods manufactured by Unicast in accordance with Customer's specifications. Provided further, Customer shall indemnify and hold Unicast harmless from and against any and all causes of action, claims, damages, losses, costs, fees and expenses (including but not limited to attorneys' fees, expert witness fees, and litigation-related costs and expenses) ("the Third Party Claims") arising out of, relating to or connected with any such Third-Party Claim, including the defense thereof, and upon Unicast's request, Customer shall undertake, at its sole cost and expense, to defend any such action which may be brought against Unicast, and to pay any damages associated therewith.

SECTION 3. Acceptance of Order

- (a) Unicast's acceptance of Customer's order is expressly subject to the terms and conditions of this document, and shall become effective upon either (i) Customer signing this document and sending it back to Unicast, or (ii) Customer accepting the goods manufactured pursuant to this document. All orders are accepted by Unicast with the understanding that they are subject to: (i) Unicast's ability to obtain the necessary raw materials, and (ii) Unicast's current manufacturing schedules, as well as government regulations, orders, directives or restrictions in effect from time to time.
- (b) Unless otherwise agreed in writing, all quotations must be accepted, and Tooling and other necessary equipment furnished to Unicast within thirty (30) days of the date of each quotation. Notwithstanding the foregoing, quotations are subject to change at any time in advance of Unicast's receipt of Customer's written acceptance upon notice from Unicast to Customer.
- (c) No order shall be changed, modified or canceled unless written notice of such change, modification or cancellation is made, and there has been written acceptance by Unicast at least seven (7) days before casting production has been scheduled to start. If notice is given and accepted later than seven (7) days before such scheduling has occurred, Customer will be charged for any costs incurred as a result thereof, including but not limited to being billed for castings made, as well as for all costs of cores, molds or equipment discarded because of such changes.

SECTION 4. Terms of Payment; Amounts Owed on Customer's Failure to Pay

- (A) **TERMS ARE NET THIRTY (30) DAYS FROM UNICAST'S INVOICE DATE FOR ACCOUNTS WHICH HAVE FURNISHED CREDIT INFORMATION ACCEPTABLE TO UNICAST; FOR ALL OTHER ACCOUNTS THE PAYMENT TERMS ARE AT UNICAST'S ABSOLUTE DISCRETION. FOR ALL ACCOUNTS UNICAST WILL CHARGE, AND CUSTOMER IS RESPONSIBLE TO PAY, A FINANCE CHARGE OF THREE PERCENT (3%) PER MONTH -- I.E., THIRTY-SIX PERCENT (36%) ANNUALLY, ON ANY INVOICE NOT PAID WITHIN THIRTY (30) DAYS OF INVOICE DATE. PROVIDED FURTHER, IF CUSTOMER FAILS TO PERFORM IN ANY WAY UNDER THIS DOCUMENT, INCLUDING PAYMENT IN FULL OF UNICAST'S INVOICES WITHIN THIRTY (30) DAYS OF ISSUANCE, CUSTOMER SHALL BE RESPONSIBLE TO REIMBURSE UNICAST FOR ALL OF ITS ATTORNEYS' FEES AND LITIGATION COSTS AND EXPENSES, THE LATTER INCLUDING BUT NOT LIMITED TO RECORD COURT COSTS, EXPERT WITNESS FEES, AND ALL OTHER OUT-OF-POCKET AND INTERNAL COSTS AND EXPENSES INCURRED BY UNICAST. INTEREST SHALL ACCRUE ON ALL SUMS OUTSTANDING AT THE THREE (3%) PERCENT-PER-MONTH RATE SPECIFIED ABOVE, AND THAT RATE OF INTEREST SHALL CONTINUE, SURVIVE AND APPLY EVEN AFTER ENTRY OF JUDGMENT AND/OR EXECUTION, AND UNTIL THE TIME OF PAYMENT, AS SHALL UNICAST'S RIGHT TO RECOVER ITS ATTORNEYS' FEES AND COSTS. IF ANY FINANCE CHARGE IS DETERMINED BY A COURT TO BE EXCESSIVE, SUCH CHARGE SHALL BE REDUCED TO THE GREATER ALLOWABLE AMOUNT BETWEEN TWO (2%) PER MONTH AND ONE-AND-ONE-HALF (1 1/2 %) PERCENT PER MONTH.**
- (b) Customer shall be responsible for any and all local, state, or federal excise taxes, including but not limited to taxes on manufacture, sales, receipts, gross income, business privilege, occupation, use and similar taxes applicable to the transactions between Unicast and Customer. As may be applicable at Unicast's discretion, any such taxes shall be added to customer's invoice, and shall be promptly paid by Customer in the same manner as Customer is obligated in connection with the actual amount invoiced.
- (c) Customer acknowledges that at any point in time a surcharge may be added, deleted, and/or increased by Unicast in its billings to Customer without prior notice to Customer.

SECTION 5. Tooling; Use, Storage, Removal/Retrieval and Disposal

- (a) Unicast will store each item of Customer's Tooling free of charge, so long as (i) each such item is not Inactive (Inactive is defined to mean the particular item of Tooling has not been used to make castings for a period of two (2) years), and (ii) Customer is not otherwise in breach or default under these terms, or under any other agreement with Unicast. If however a Customer's item of Tooling becomes Inactive, Unicast shall be entitled to receive storage charges, at its then-in effect storage charge rates, starting on the first day of the first month the particular item of Tooling becomes Inactive. Unicast's storage charges at the time this document was prepared (i.e. in January, 2014) are: \$40.00 per month per pattern and \$35.00 per month per corebox.
- (b) If any item of Tooling becomes Inactive, Unicast has the right to destroy or dispose of that item of Tooling on thirty (30) days prior written notice to Customer. If Customer does not within that thirty-day period either (a) place an order for castings to be manufactured using that item of Tooling, or (b) make appropriate arrangements, as described below, for that item of Tooling to be retrieved and removed from Unicast's facility, then the item of Tooling shall be deemed abandoned by Customer, and Unicast may dispose of or destroy it. Provided further, for each item of Tooling destroyed or disposed of by Unicast, Unicast shall be entitled to recover from the Customer its then-in-effect charges for Tooling disposal/destruction; those charges as of the date this document was prepared (i.e. January, 2014) are: \$360.00 per pattern and \$260.00 per corebox.
- (c) If Customer elects to remove any Tooling from Unicast's facility, Customer may do so, but only if: (a) all financial and other obligations owed by Customer to Unicast are first fully satisfied, and (b) Customer pays in advance Unicast's then-in-effect standard charge for locating and retrieving customer's Tooling. The charges for locating and retrieving customer Tooling as of the date this document was prepared (i.e. January, 2014) are \$280.00 per pattern and \$175.00 per corebox. For all Tooling removed by Customer, Customer shall be responsible for all shipping charges to have the Tooling picked up and shipped from Unicast's facility; in other words, the removal of all Tooling shall be made available to Customer on the basis of F.O.B. Unicast Company, Sixth and Washington Streets, Boyertown, PA.
- (d) If Unicast for any reason performs any repairs, work or upgrades to any of Customer's Tooling, Customer shall be responsible to reimburse Unicast for Unicast's costs and expenses incurred in connection with those repairs/upgrades, upon the earlier of (a) Customer seeking removal of any of its Tooling from Unicast's facility, or (b) any of Customer's Tooling becoming Inactive.
- (e) Customer hereby authorizes and consents to Unicast repairing and/or upgrading any of Customer's Tooling, as Unicast may determine, at its sole and absolute discretion, is necessary or appropriate, particularly to make the Tooling compatible with Unicast's foundry equipment and facilities, and with Customer to be responsible to reimburse Unicast therefore pursuant to subparagraph (d) above.
- (f) All charges for storage, disposal, destruction and removal as specified above are subject to change, effective upon thirty (30) days written notice from Unicast to Customer.
- (g) The provisions of this Section 5 relating to Customer's Tooling shall apply to all of Customer's Tooling, and not just the Tooling utilized for or relating to the casting's order to which this document relates. Each time Customer orders castings, and in so doing any document containing these terms and conditions is utilized or sent to Customer, Customer shall by ordering and accepting any castings as part of that order be deemed to have acknowledged and agreed that the provisions hereof shall apply to all of Customer's Tooling in Unicast's possession, in the past, at present and in the future.

SECTION 6. Shipment

- (a) All prices quoted by Unicast are F.O.B., Unicast Company, 241 North Washington Street, Boyertown, Pennsylvania. The type of conveyance and route of shipment are at Unicast's sole option and discretion, unless Customer provides Unicast with specific written instructions, and those are acknowledged and accepted in writing by Unicast. Customer bears the risk of loss with respect to all shipments, and Customer is obligated to insure each shipment for its own protection. Under no circumstances shall a shipper be deemed an agent or representative of Unicast, nor shall Unicast under any circumstances be liable or responsible for any damage to Customer's goods upon shipment. Unicast will provide shipping containers, but at Customer's cost and expense, in accordance with a schedule of shipping prices applicable on date of shipment.
- (b) With respect to package and shipping, Customer is solely and exclusively responsible for (a) the method, manner and safety of packing, loading and transporting all castings, (b) ensuring the castings have been packed, loaded and transported in a safe and proper manner, and in accordance with all applicable laws and regulations, and (c) strict compliance with all laws and regulations applicable to such packing, loading and transportation. Customer acknowledges that Unicast shall have no liability or responsibility for any such packing, loading and/or transportation, or any aspect thereof, for which Customer has sole and exclusive liability and responsibility. **PROVIDED FURTHER, CUSTOMER HEREBY AGREES TO AND DOES RELEASE, DISCHARGE, INDEMNIFY AND HOLD UNICAST HARMLESS FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, CLAIMS, DAMAGES, LOSSES, COSTS, FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, EXPERT WITNESS FEES AND LITIGATION-RELATED COSTS AND EXPENSES), ARISING OUT OF, RESULTING FROM OR CONNECTED WITH THE PACKING, LOADING, SHIPMENT, INSURING AND/OR TRANSPORTATION OF THE CASTINGS.**
- (c) Shipments and deliveries hereunder shall at all times be subject to approval of Unicast's Credit Department. If during the manufacturing process, or at any time prior to actual shipment, Unicast's Credit Department, at its option and discretion, decides the financial condition of Customer does not justify terms of payment previously discussed, or if Customer fails to timely perform with respect to any financial or other obligation owed to Unicast, then notwithstanding and without limiting its other rights and remedies, Unicast may at its option defer production, shipment or delivery until its receives satisfactory security, or payment in advance prior to shipment.

SECTION 7. Security Interest and Assignment of Tooling.

(a) Title to the castings being sold under or in connection with this document, and also title to all other castings manufactured or sold to Customer by Unicast, shall remain with Unicast until it receives payment in full from Customer. In addition, Customer hereby grants and conveys to Unicast a security interest in all of Customer's Tooling and all of Customer's castings manufactured from or through the use of that Tooling. As such, separate, apart from and in addition to title to the goods, Unicast shall have a security interest in all of Customer's Tooling, castings, and anything else belonging to or owned by Customer (such goods and property being collectively called "Collateral") as long as any monies or other obligations are owed and outstanding from/by Customer to Unicast. Unicast's security interest in the Collateral shall also include all after-acquired property (including castings) sold to Customer by Unicast, together with all products and proceeds (including insurance proceeds) of the foregoing, with such security interests continuing (notwithstanding the delivery of any of the Collateral to Customer) until such time as Customer no longer has any outstanding obligation to Unicast. Unicast is hereby granted by Customer the right and authority to sign and file on Customer's behalf UCC-1 Financing Statements with respect to such security interest granted herein, and also to continue such perfection, as attorney-in-fact, coupled with an interest, for Customer. Upon Customer's failure to meet any financial or other obligation owed to Unicast, Unicast may refuse to manufacture and/or ship castings, and may stop delivery of any castings in transit. In addition, on thirty (30) days written notice to Customer, Unicast may exercise all rights of a secured party under the Uniform Commercial Code with respect to any of the Collateral. This document, together with any and all other documents including but not limited to acknowledgements, quotations, invoices, packing slips, correspondence and other writings constitute a security agreement under 13 Pa. C.S.A. Section 9-203.

(b) Notwithstanding the foregoing, at Unicast's request, Customer shall execute, deliver, file and refile any financing statements, continuation statements or other security agreements from time to time to confirm, perfect and/or continue perfection of the security interest provided herein.

SECTION 8. Customer's Default: Unicast's Remedies.

(a) If Customer fails to perform any obligation under this Agreement, including payment of monies owed to Unicast, Unicast may pursue any remedy available at law, in equity, or otherwise under this Agreement, including but not limited to exercising its rights as a secured party under Article IX of the Uniform Commercial Code, 13 Pa. C.S.A. 9101 et seq.; pursuing all claims available for breach of contract, unjust enrichment and/or as may be otherwise appropriate. Provided further, and without limiting in any way Unicast's rights and remedies under this Agreement, particularly under Section 4(a) above, if Unicast is the prevailing party in any litigation between Unicast and Customer, Unicast shall be entitled to recover all of its attorneys' fees, expert witness fees and other out-of-pocket costs and expenses incurred in connection with, arising out of, or relating to any such litigation.

(b) Customer hereby waives and releases all procedural errors, defects and imperfections in any proceedings instituted by Unicast under the terms of this Agreement, as well as all benefits that might accrue to Customer by virtue of any present or future laws exempting any property, real or personal, or any part of the proceeds arising from any sale of any such property from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process or extension of time for payment; and Customer agrees that any real estate, fixtures or personal property that may be levied upon pursuant to a judgment obtained by virtue hereof, on any writ of execution issued thereon, may be sold upon any such writ in whole or in part in any order desired by Unicast.

(c) No failure to exercise, no delay in exercise, nor any course of dealing in respect of, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single, partial or multiple exercise of any right, power or remedy hereunder preclude any other or further exercises thereof of exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided in law or equity.

SECTION 9 Unicast Warranties and Disclaimers.

(a) Subject to provisions elsewhere in this Agreement, particularly including but not limited to those set forth in Sections 1(b) and (c) above, Unicast warrants and represents that the castings supplied to Customer under this Agreement shall materially conform to the specifications agreed upon by the parties. Provided however, Unicast's liability and responsibility for breach of this warranty and representation, shall be limited to the exclusive remedy specified in subsection (c) below.

(b) UNICAST DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY GOODS SOLD OR OTHERWISE PROVIDED TO CUSTOMER, UNDER, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FOR CONFORMITY TO ANY REPRESENTATION, SAMPLE OR DESCRIPTION.

(c) Unicast's sole responsibility for replacement of castings which do not materially conform to specifications agreed upon by the parties, due to foundry defects is to replace or repair, at its option, any such non-conforming/defective castings, but only if such non-conformity/defect is reported by Customer to Unicast within the 30-day period referred to in subsection (d) below, and all of the castings involved are delivered to Unicast within three (3) months from the date of production, and are confirmed by Unicast to be non-conforming or defective. Provided further, Unicast's sole obligation shall be to provide replacement castings, shipment F.O.B. Unicast Company, 241 North Washington Streets, Boyertown, PA. Customer shall be solely and exclusively responsible -- and Unicast shall have no liability therefore -- for (a) costs for any repair work done by Customer on or to any goods, unless specifically authorized, in writing, in advance, by Unicast; (b) design of the Tooling, and the castings produced from that Tooling, and the suitability of goods to the purpose for which they are intended or used, whether by Customer or its customer; and (c) any defects or other problems with any castings, which result from annealing, machining, painting or alteration done by third parties, including Customer.

(d) If Customer does not (i) provide written objection to Unicast within thirty (30) days after Customer has received any allegedly defective castings, and (ii) return the allegedly defective castings to Unicast within the (90) day period referred to in Section 9 (c) above, Customer shall be deemed to have irrevocably accepted those castings, which acceptance shall be deemed presumed conclusive, and constitute acceptance under Section 2-606 of the Uniform Commercial Code, 13 Pa. C.S.A. Section 2606.

(e) Claims for error in weight or number of castings must also be made in writing by Customer to Unicast within thirty (30) days after Customer's receipt of those castings, and shall otherwise be deemed irrevocably waived by Customer.

(f) UNDER NO CIRCUMSTANCES SHALL UNICAST BE LIABLE OR RESPONSIBLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR FOR TRANSPORTATION, SHIPMENT OR OTHER EXPENSES ARISING OUT OF, RELATING TO OR CONNECTED WITH ANY SUCH CASTINGS, CUSTOMER'S SOLE REMEDY BEING UNICAST'S REPAIR AND/OR REPLACEMENT OF THE ALLEGEDLY DEFECTIVE CASTINGS, AS SPECIFIED IN SECTION (C) ABOVE.

(g) Customer agrees it will not return any product to Unicast unless and until (i) Customer has first obtained Unicast's prior written approval to do so, and (ii) Unicast has been afforded the opportunity to inspect the allegedly defective castings at wherever they may be located, or at Unicast's discretion, at a location to be designated by Unicast (the costs of shipment thereto being Customer's sole responsibility), and Unicast has performed such inspection, and (iii) Unicast has provided shipping instructions to return the castings.

(h) Under no circumstances will Unicast be bound by any oral representation, promise or statement made by any of Unicast's employees, and Customer agrees that it will never in any legal proceedings argue or contend that any such oral representation, promise or statement has been made, on which Customer has relied or based any claim.

(i) To be clear, it is being restated here that Unicast's sole liability -- and Customer's sole remedy -- for any alleged defective or damaged castings shall be limited to the aforesaid repair and replacement remedy, and in no event shall Unicast be liable for any monetary damages exceeding the price of the castings demonstrated to be defective and/or damaged, **AND UNDER NO CIRCUMSTANCES SHALL UNICAST BE LIABLE FOR, AND UNICAST SPECIFICALLY DISCLAIMS, ANY AND ALL INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED BY CUSTOMER.**

SECTION 10. Additional Limitation of Unicast's Liability: Additional Customer Indemnification of Unicast.

(a) Unicast shall not be liable for any damages, losses, costs, fees or expenses arising out of, relating to or connected with reasonable or excusable delays in deliveries, nor shall Customer refuse to accept deliveries because of any such delays. "Excusable delays" include, but are not limited to, delays caused by fires, floods, riots, strikes, unavailability of labor or materials, equipment failure, freight embargoes or transportation delays, delays or defaults by suppliers of materials or services, acts of God or of the public enemy, acts of terrorism or civil unrest, acts or regulations of any governmental agency, or any similar or related cause beyond Unicast's reasonable control. "Reasonable delays" shall also include, without limitation, delays to which Customer, when notified, makes no written objection within twenty-four (24) hours of notification.

(b) Unicast shall not be liable in any manner for loss or damage by reason of any infringement of patent, copyright, trademark or other proprietary right, at common law or otherwise, or claim of unfair trade or of unfair competition, resulting from Unicast's manufacture and sale to Customer of any castings made in accordance with specifications and/or Patterns furnished by Customer.

(c) Customer shall indemnify and hold Unicast harmless from and against any cause of action, claims, losses, costs, fees, expenses (including but not limited to reasonable attorney's fees, expert witness fee, and out-of-pocket costs and expenses), arising out of, resulting from or connected with any matter or thing for which Customer has accepted and assumed liability and responsibility under this Agreement.

SECTION 11. Unicast's Terms To Control.

The terms and conditions contained in this Agreement shall, at all times, control and constitute the contract between the parties. Notwithstanding the foregoing or anything to the contrary, by statute, agreement or otherwise, it is agreed and understood that if Customer submits any document or communicates to Unicast in any manner with such communication or document purportedly altering this Agreement between the parties, or which contains terms and/or conditions inconsistent with the terms and/or conditions of this Agreement, such additional and/or inconsistent terms and/or alterations to the contract are specifically refused and such terms, conditions, alterations and/or modifications shall not be binding upon Unicast and shall not be considered applicable to the manufacture and shipment of the castings referred to on the other side hereof, and/or to any other business transactions or dealings between Unicast and Customer. **ANY ACTUAL OR ATTEMPTED ALTERATION OF THE TERMS HEREUNDER SHALL BE NULL AND VOID AND SHALL BE DEEMED NOT ACCEPTED BY UNICAST.**

Unicast's manufacture and shipment to Customer of any castings shall be conclusively controlled by and subject to the terms and conditions hereof, which shall supersede any provisions, terms and conditions contained in Customer's purchase order or any other written communication from Customer to Unicast. Unicast's performance is expressly conditioned upon Customer's acceptance of these terms and conditions without modification.

SECTION 12. Miscellaneous Provisions.

(a) *Descriptive Headings.* The descriptive headings in this Agreement are for convenience of reference only and in no way affect this Agreement.

(b) *Entire Agreement; Merger Clause; No Oral Modifications.* This Agreement constitutes the complete, final and exclusive agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties in connection with this subject matter, including any and all previous versions of this document. This Agreement and the terms and conditions herein may not be modified except by a writing and signed by all parties hereto, and each party agrees not to ever offer evidence, argue or contend that the other party has waived this requirement of a signed writing to effect any such modification or change.

(c) *Choice of Law; Exclusive Jurisdiction and Venue.* This Agreement shall be governed and construed in accordance with the substantive laws of the Commonwealth of Pennsylvania, excluding its conflicts-of-laws principles. Customer agrees and consents to the exclusive jurisdiction and venue of the Berks County Court of Common Pleas (or the United States District Court for the Eastern District of Pennsylvania, if federal court subject matter jurisdiction is satisfied), in connection with any and all disputes, claims, causes of action or other matters arising out of, relating to or connected with this Agreement, the Tooling and/or the castings which are the subject of this Agreement.

(d) *Legal Construction.* In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

(e) *Authority.* The individual executing this document for Customer, or to whom it's been sent if not signed, or who submits any purchase order with respect to the castings referenced on the front side of this document, shall be conclusively deemed to have full authority to incur this obligation and enter into this Agreement on behalf of Customer.

(f) Unicast Company shall have the right to assign any of its right or interest arising under this Agreement or related transaction(s) and shall have the right to delegate any of its obligations owed hereunder. Unless otherwise obligated in writing, Unicast Company may assign or delegate this Agreement or any portion hereof without providing notice to the Buyer and without obtaining prior written consent of the Buyer. In the event that Unicast Company is otherwise obligated to provide notice to Buyer of its intent to assign or delegate any portion of this Agreement, it shall give ten (10) days prior to such an assignment or delegation, and Buyer shall be deemed to consent to such an assignment or delegation if Seller does not receive Buyer's written objection within ten (10) days of the date of Seller's notice. Buyer's consent, where otherwise required, shall not be unreasonably withheld or unreasonably delayed.