

IER FUJIKURA, INC.
PURCHASE ORDER TERMS AND CONDITIONS

CONTRACT: This Purchase Order (sometimes referred to as "order") is expressly limited to and made conditional upon the Terms and Conditions contained herein, and any of the Seller's terms in addition to or different from those contained herein, whether contained in a quotation, acknowledgment, invoice or other document sent to Buyer, is hereby objected to and shall be of no effect. Delivery or shipment of any goods or commencement of any services in response hereto shall be deemed acceptance of the terms hereof.

CONTRACT FORMATION: Buyer shall not be bound by this Purchase Order until Seller executes and returns to Buyer an acknowledgement of the order. Seller shall be bound by this order and its terms and conditions, when it executes and returns the Acknowledgment or when it delivers to Buyer any of the items ordered, or when it renders to Buyer any of the Services ordered herein. This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the Seller are rejected unless expressly assented to in writing. No contract shall exist except as hereinabove provided.

PRICE: The price or prices set forth on the order is the firm price and Buyer shall not be liable for any price increases of any nature. If a price is not stated on this Order, Seller agrees to invoice at the lowest prevailing market price. No charges of any kind, including charges for boxing or cartage will be allowed unless specifically agreed to by Purchaser in writing. The Price is to cover net weight of material, unless otherwise agreed. Buyer is required to submit separate invoices for each shipment.

IMPORT DUTY AND TAXES: The price or prices set forth on the order and any prior quotes by Seller shall include any United States duties (regular or special), tariffs and taxes which are payable by Buyer, and Buyer will not be liable for any extra charges because of any additional or new import duties or because of a recalculation of the same.

DELIVERY AND MATERIALS: Promptness of delivery is of the essence of this order. Deliveries are to be made to the address shown on the order and are to be made both in quantities and at the time or times specified on the order or in a schedule or schedules furnished hereunder (or otherwise) by Buyer. Buyer will have no liability for payment for materials or items which are in excess of quantities specified in the schedules furnished to Seller hereunder, nor shall Seller manufacture the materials or items in advance of the schedules notwithstanding the quantities specified in any orders outstanding for the material or items, nor shall Buyer be liable for services which go beyond the face of this order. In the event of any late delivery, Buyer may, at its option, cancel this Purchase Order, partially cancel this Purchase Order, vary delivery terms hereunder, or purchase substitute items or services elsewhere. Any losses sustained or costs incurred by Buyer by reason of late delivery of items or rendering of services shall be paid to Buyer by Seller. All items shall be packed by Seller in suitable containers for protection of the items. No charge shall be made by Seller for packaging drayage unless otherwise provided for in this order. Seller shall be liable for damage to

materials described herein caused by improper boxing, crating or packing. Any provisions herein for delivery of goods or the rendering of services by installment shall not be construed as making the obligations of Seller severable.

BUYER'S PROPERTY: Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by Buyer, or paid for by Buyer, and any replacements thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Buyer. Such property shall be properly stored and handled by Seller and shall not be used for any purpose except for fulfilling Buyer's orders. Such property, while in Seller's custody or control, shall be held at Seller's risk, shall be insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Buyer, and shall be subject to removal at Buyer's written request, in which event Seller shall prepare such for shipment and deliver the same to Buyer in the same condition as originally received by Seller, minus normal wear and tear.

SELLER'S WARRANTIES: By accepting this Purchase Order or by delivering to Buyer the items ordered, or by rendering for Buyer any of the services ordered herein, Seller hereby warrants that the goods and services to be furnished hereunder: (i) will be in full conformity with Buyer's specifications, drawings, samples and data or other description furnished or specified by Buyer; (ii) will conform to all representations, affirmations, promises, descriptions, samples or models made or provided by Seller; (iii) will be of the highest quality and free from defects in materials and workmanship (including defects in design); (iv) will be merchantable; (v) will be fit and sufficient for the use and purposes intended by Buyer; (vi) will be free of all liens and encumbrances; (vii) will comply with all applicable laws and governmental regulations; and (viii) either alone or in combination with other material, will not infringe or contribute to the infringement of any patents, trademarks or copyrights in the United States or any foreign country or result in a violation of the laws relating to unfair competition or a claim arising thereunder. Said warranties shall be in addition to any warranties of additional scope given by Seller to Buyer. None of said warranties and no other implied or express warranties shall be deemed disclaimed or excluded unless evidenced by a purchase order, change notice, or revision issued and signed by Buyer. Seller agrees that said warranties shall survive acceptance of the items. Said warranties shall be construed as conditions as well as warranties and shall run to Buyer and its distributors, dealers, customers, and users of Buyer's products.

INDEMNITY: Seller agrees to indemnify and hold Buyer and its customers harmless from any and all liabilities, losses, damages, demands, suits, actions, proceedings and subrogations, including, but not limited to, all costs, expenses, court costs and attorneys fees, which may be claimed against or incurred by Buyer for damages or injuries arising out of any goods, material, design or services purchased hereunder, including, but not limited to, any defect in goods, material, design or services delivered or furnished hereunder or any breach of any of Seller's warranties. By accepting this order, Seller agrees to defend at Seller's own expense all suits, actions, or proceedings in which Buyer or any of Buyer's distributors, dealers, or customers, or any users of any of Buyer's products are made defendants, for actual or alleged infringement of any United States or foreign patents, trademarks or copyrights or for actual or alleged violation

of the unfair competition laws or any claim arising thereunder resulting from the use or sale of the goods and services purchased hereunder, either alone or in combination with other materials, and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against such defendants therein. Seller further agrees, upon receipt of notification, to promptly assume full responsibility for the defense of any and all such suits, actions or proceedings which may be brought against Seller or against Buyer. In the event Buyer's machinery or equipment is used by Seller in the performance of any work that might be required under this order, such machinery or equipment shall be considered as being under the sole custody and control of Seller during the period of such use by Seller.

RISK OF LOSS: Seller shall bear the full risk of loss of any goods purchased or identified to the contract pursuant hereto until goods are delivered to and received by Buyer. Seller specifically bears the risk of loss of any goods delivered to a common carrier whether or not Seller is responsible to pay for transportation.

CANCELLATION: Buyer may, at any time, cancel all or any part of the work covered by this order, and terminate this order in whole or in part, even though Seller is not then in default. Seller will, in accordance with notice of cancellation, terminate work under any orders or subcontracts outstanding, place no further orders or subcontracts, and take all steps necessary to protect the material or property in Seller's possession in which Buyer has or may acquire an interest. In the event of cancellation, Buyer's obligation, if any, shall be limited to reasonable compensation for materials completed or services furnished in accordance with the terms of this order and not previously paid for. In no event will Buyer be responsible for materials which are in excess of quantities specified in the schedules furnished nor for the items manufactured in advance of the schedules, notwithstanding the quantities specified in any orders outstanding for the materials or items, nor for services which go beyond the face of this order. If, however, cancellation arises out of Seller's breach of any condition hereof, including breach of warranty, or by Seller's delay, Seller shall not be entitled to any claim for compensation and Buyer shall have against Seller all remedies provided by law and equity.

INSOLVENCY: Buyer shall have the unrestricted right without liability to cancel this Purchase Order in the event of the happening of any of the following or any other comparable events: (i) Seller's insolvency; (ii) commencement of proceedings by, for or against Seller under any law relating to bankruptcy or the relief of debtors; (iii) the appointment of a receiver or trustee for Seller; (iv) the execution by Seller of an assignment for the benefit of the creditors; and (v) the determination by Buyer, in its sole reasonable judgment, that Seller's financial condition is such as to endanger its performance hereunder.

PROPRIETARY RIGHTS: All technical information in the nature of designs, blueprints, specifications, engineering data for production or product know-how, which is supplied to Seller by Buyer to facilitate or assist in the performance of this order, shall, unless otherwise agreed, be considered Buyer's proprietary property and kept confidential by the Seller, and Seller will use and cause its employees and agents to use extreme caution not to disclose any such

information either directly or indirectly by using the information in manufacturing products for others or otherwise. Additionally, Seller agrees to and does hereby assign to Buyer all patents, copyrights, trademarks and all rights thereto and agrees not to otherwise make use of any invention, improvement or discovery (whether or not patentable) conceived or reduced to practice by Seller in the performance of this order using any of the foregoing proprietary property and such assignment shall be considered as additional consideration for Buyer issuing this order. Upon completion of performance, Seller shall deliver to Buyer any and all information relating to any such invention, improvement or discovery, and shall cause employees or others subject to Seller's instructions to sign as appropriate all assignments and other documents necessary to convey title to Buyer and all documents necessary or convenient to enable the Buyer to file applications for patents and/or register copyrights throughout the world and to obtain title thereto.

COMPLIANCE WITH APPLICABLE LAWS: Seller agrees that in the performance of this order it will comply with all applicable laws, statutes, rules, regulations or orders of the United States government or of any state or political subdivision thereof, and the current applicable statutory and regulatory requirements of the country of receipt, the country of shipment, and the Buyer-identified country of destination, if provided. Without limiting the generality of the foregoing, Seller agrees that it will include on all invoices, and that all invoices in order to be approved for payment must include, the following statement:

"Seller represents that, with respect to the production of goods covered by this invoice, it has fully complied with all provisions of the Fair Labor Standards Act of 1938, as amended."

NON-DISCRIMINATION IN EMPLOYMENT: Seller agrees that the representations and provisions required by Section 202 of the Executive Order No. 11246 of September 24, 1965, as to non-discrimination in employment are hereby incorporated in and made a part of this order.

WAIVER: The failure of Buyer to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions or the future exercise of such right, but the obligation of Seller with respect to such future performance shall continue in full force and effect.

MERGER AND AMENDMENTS: This Purchase Order and any contract formed between the parties as a result shall include the terms and conditions set forth on the order and is intended by the parties as the final expression of their agreement, merging all prior negotiations and agreements, whether written or oral. No agreement or understanding to modify this order or such contract shall be binding upon Buyer unless in writing and signed by Buyer. All specifications, drawings and data submitted to Seller with this order are hereby incorporated herein and made a part hereof.

FORCE MAJEURE: Performance of any obligation under this contract (other than to make a payment when due) may be suspended by either party without liability to the other party, to the

extent that: an Act of God; war; riot; governmental laws, regulations or orders; a cause that renders commercially infeasible or impractical, the performance of this contract or the consumption, sale or use of the product ("Force Majeure Event"). A Force Majeure event shall also include Buyer's suspension of operation or closure of a facility that produces or consumes product because the operation of or product from that facility fails to comply with, or becomes uneconomical because of compliance with, any applicable law or governmental regulation, order, decree or request. The affected party shall invoke this provision by promptly giving written notice to the other party of the nature and estimated duration and effect of the Force Majeure event.

NONASSIGNMENT: The terms and conditions contained herein have been issued in reliance upon Seller's reputation and good standing. Therefore, under no circumstances may Seller make any assignment of this order or of its rights hereunder, or any delegation of its obligations hereunder, without the prior written consent of Buyer and any attempted assignment or delegation without such consent shall be void and of no effect. Payment to Seller absent receipt by Buyer of written notice of assignment by Seller shall constitute full and complete discharge of Buyer's payment obligations hereunder. Payment to an assignee of Seller's rights hereunder shall be subject to setoff or recoupment for any present or future claim or claims which Buyer may have against Seller. Buyer reserves the right to make direct settlements and/or adjustments in price with Seller under the terms of this order, notwithstanding any assignment of claims by Seller.

ALL REMEDIES: In the event of Seller's breach of any of the terms of this Purchase Order, Buyer may elect any and all remedies that are available at law or in equity and the election of any one or more of such remedies shall not be considered a waiver of any other remedy or remedies.

ARBITRATION: Any dispute arising between Buyer and Seller based upon this Purchase Order or the goods or services purchased pursuant hereto will be resolved by arbitration in Ohio in accordance with the Rules of the American Arbitration Association, and the award of the arbitrator(s) shall be final and binding upon the parties. In the event the demand for arbitration is filed pursuant hereto, the parties shall have the same rights to discovery under the Ohio Rules of Civil Procedure as if the dispute had been filed in an original action in an Ohio court of original jurisdiction, and any court located in Ohio shall have jurisdiction and shall be authorized to enforce said rights as if the entire dispute were pending before said court.

HEADINGS: The headings used in this Purchase Order are solely for the convenience of the parties and shall have no force or effect upon the interpretation of any provisions hereof.