

Seller. As used herein, "Seller" means The 14 Mile Company, LLC an Indiana corporation.

Quotations. A quotation is an offer to sell, is valid only for the drawing on which it was based, and is subject to these terms and conditions, all of which are deemed incorporated therein. Any change to said drawing require an updated quotation. Quotations are valid for 30 days. Delivery timing is valid for 3 days.

This document attached to the quotation contain all information in the transaction. Buyer must express intent to buy in a written statement or with a purchase order. Any terms and conditions attached to buyers intent to buy documents have no force or effect unless agreed upon in writing from seller. Seller objects to any differences from buyers terms and conditions. Purchase order's must be in a maximum of 30 day terms or less and no partial invoicing will be accepted. Parts will be invoiced by seller at the time of shipment. Prices are quoted delivered to buyer in the U.S. only, foreign deliveries are not accepted.

Seller assumes no responsibility for any personal or business information losses, stolen during internet data submissions. All credit card payments will be handled through Google Checkout a third party provider. If buyer chooses not to submit necessary information on-line it maybe delivered via telephone securely.

Taxes, Duties, Etc. The buyer shall pay all duties and sales, excise, use or other taxes arising in connection with this transaction (other than taxes based solely on Seller's taxable income).

Warranties. Seller assumes no responsibility for the design of the goods that are the subject of this transaction. To the extent that Seller's personnel recommend design modifications or provide design analysis, simulation or advice, they do so to help meet the requirements of Seller's own manufacturing process. The buyer retains sole legal responsibility for the design specifications and performance of the goods that are the subject of this transaction.

Seller makes no representation or warranty, whether express or implied, of any kind whatsoever with respect to any goods or services, including but not limited to any warranty or merchantability, fitness for a particular purpose or non-infringement.

Without limiting the generality of the foregoing, Seller assumes no responsibility or liability for the selection of any materials for the goods that are the subject of this transaction. The buyer is solely responsible for ensuring that materials selected for goods to be manufactured by Seller meet any regulatory requirements or specifications including but not limited to Directive 2002/95/EC on the restriction of the use of certain hazardous substances in electrical and electronic equipment (RoHS Directive) together with any national legislation implementing such Directive, ISO, FDA, UL, CSA, CE, TUV, FCC, NSF, and USP. Any statements made by Seller personnel or specifications provided by Seller regarding materials should be verified by the buyer with the manufacturer of that material.

In no event shall seller be liable for any incidental, consequential or punitive damages of any kind, whether for breach of any warranty, for breach or repudiation of any other term or condition, for negligence on the basis of strict liability, or otherwise.

The buyer shall defend, indemnify and hold harmless Seller (and its employees, representatives and agents) from and against all claims, liabilities, losses, damages, penalties, fines and sanctions of any kind (including, without limitation, interest, attorneys' fees and expenses, customs duties, fines, taxes, penalties or any other governmental sanctions of any kind) (i) resulting from or arising out of any breach of any representation, warranty or covenant of the buyer or its affiliates hereunder; (ii) if the buyer has supplied Seller with drawings, designs or other specifications for the goods or services, arising out of any assertion that any goods manufactured by Seller (or the act of manufacturing such goods) according to those drawings, designs or other specifications infringe or misappropriate any patent, copyright, trade secret or other proprietary right; (iii) otherwise arising out of or related to this transaction. It is specifically understood that the buyer shall indemnify and defend Seller and hold Seller harmless from claims that Seller was itself negligent or otherwise at fault. If any action, suit or proceeding is commenced, or any claim, demand or assessment asserted against Seller (or its employees, representatives or agents) which may result in liability with respect to which a party seeks indemnification, then the party shall notify the buyer promptly and the buyer shall have the right at its own expense to assume the entire control of the defense, compromise or settlement. Upon the buyer's request and at the buyer's expense, Seller shall cooperate fully in such defense and make available to the buyer all relevant information under its control.

Seller shall not be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused (I) by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Seller shall not be liable if a delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

No return of goods will be accepted by seller unless buyer pays for delivery and seller agrees that the goods do not meet the quoted standards. Cancellation during processing will result in a varying charge depending on time and material spent during construction of said part.

Buyer-Supplied Materials. If Seller agrees to use materials supplied by the buyer, then the buyer shall be solely responsible for supplying and delivering such materials in a timely manner at no cost or expense to Seller, of sufficient quality and in sufficient quantity (including allowances for loss, waste, or scrap that may occur for any reason) as Seller deems necessary to complete its obligations. Seller shall not be liable for, and the buyer shall be obligated to pay any previously negotiated delivery premiums notwithstanding, any failure or delay in delivering any goods to be provided hereunder if such failure or delay is caused by the buyer's failure to supply and deliver such materials in a timely manner or of such quality or in such quantity as Seller deems necessary.

Buyer will not, without prior written approval of Seller (which may be withheld for any reason), remove any of Seller's markings or change in any way the Materials.

Federal Government Contracts. If this transaction is a subcontract under a federal government contract or subcontract, the buyer and Seller agree that the goods and services provided by Seller to the buyer under this agreement constitute "commercial items" as defined in FAR 2.101 (48 CFR § 2.101). In this regard Seller warrants that the goods and services provided under this agreement are priced at the same rate and in the same manner as Seller's comparable commercial agreements for similar goods and services and that such goods and services are sold in the commercial marketplace, subject to modifications of a type customarily available in the commercial marketplace. The buyer and Seller further agree that, in accordance with FAR § 52.244-6 (48 CFR § 52.244-6), the Seller will comply with only the following FAR contract clauses in effect as of the date of this agreement, which are incorporated herein by reference:

1. 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Applies only to subcontracts funded under the American Recovery and Reinvestment Act of 2009).
2. 52.219-8, Utilization of Small Business Concerns (May 2004)
3. 52.222-26, Equal Opportunity (Mar 2007)
4. 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)
5. 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)
6. 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)
7. 52.222-50, Combating Trafficking in Persons (Feb 2009)
8. 52.222-54, Employment Eligibility Verification (Jan 2009)
9. 52.203-13, Contractor Code of Business Ethics and Conduct (Dec 2008)

Seller and the buyer agree that no other government contract clauses, including flow down clauses, are included in this agreement unless specifically agreed to in writing. Seller agrees to include the substance of this clause, including this paragraph, in any subcontracts awarded under this agreement.

Arms Sales. The buyer represents and warrants to Seller that the goods that are the subject of this transaction are not on the United States Munitions List (22 C.F.R. Part 121) or otherwise subject to the International Traffic in Arms Regulations, of the Code of Federal Regulations, Title 22, Subchapter M.

U.S. Export Laws. The goods that are the subject of this transaction may be subject to U.S. laws restricting the export and re-export of certain sensitive products and technology. These laws include export regulations administered by the U.S. Department of Commerce as well as economic and trade sanctions programs administered by the U.S. Department of Treasury (collectively, "U.S. Export Laws"). By receiving these goods the buyer agrees it is legally responsible for using or distributing these goods in compliance with U.S. Export Laws and that it will comply with these laws, including not selling or distributing the goods to prohibited parties or end users as described in the U.S. Export Laws and obtaining all necessary export licenses or approvals that may be required if the buyer sells or exports the goods to parties or countries for which a license or approval is required. Seller reserves the right to stop shipping or providing goods if the buyer appears on a restricted party list or if shipment requires an export license or otherwise becomes restricted by U.S. law.

Governing Law; Jurisdiction. The rights and obligations of Seller and the buyer under this contract shall be governed by the laws of the State of Indiana (without regard to principles of conflict of law). The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this transaction. Any suit, action or other legal proceeding arising out of or relating to this transaction shall be brought in a court of record in Clark County, IN or in the courts of the United States located in such county. Seller and the buyer each consent to the jurisdiction of each such court in any suit, action or proceeding, and waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

English Language. All documents, notices and legal proceedings executed, given or instituted pursuant to or relating directly hereto shall be in the English language, and the meaning of all words and phrases of this offer shall be defined, construed and interpreted in the English language.

March 31, 2010