

## Terms and Conditions

1. Acceptance of Terms and Conditions. Hudson Mfg. Co. LLC is referred to herein as "Hudson" and the company selling products ("Products") or services ("Services") to Hudson is referred to as ("Seller"). These terms and conditions of sale ("Terms"), any Hudson purchase order ("Order"), any release of Products covered by a Purchase Order ("Release") and all documents incorporated by specific reference herein ("Hudson Documents," together with these Terms, the "Agreement"), constitute the complete terms governing the purchase of Products and Services. Hudson HEREBY REJECTS ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY SELLER, WHETHER CONTAINED IN ANY FORMS OR ON SELLER'S WEBSITE, AND ANY SUCH ADDITIONAL OR DIFFERENT TERMS WILL BE OF NO EFFECT. No site usage agreement or any other click through agreement on a website will have any binding effect whether or not Hudson clicks on an "ok," "I accept," or any similar acknowledgment. Delivery of a purchase order acknowledgment by Seller, commencement of any work by Seller or Seller's shipment of the Products will manifest Seller's assent to the Agreement. Additional or different terms may be specified in the body of a Hudson Document or agreed to in writing by the parties. In the event of a conflict, the following order of precedence will apply: (a) terms agreed to in writing and executed by an authorized representative of Hudson; (b) Hudson Document terms; (c) these Terms.

2. Acceptance, Rejection and Cancellation of Orders. Seller shall confirm to Hudson the receipt of each Order issued hereunder (each, a "Confirmation") within five days following Seller's receipt thereof in written form via e-mail or US mail. Each Confirmation must reference Hudson's Order number, confirm acceptance of the Order or, solely if permitted under this Section 2, advise Hudson of Seller's rejection of such Order, the date of acceptance or rejection and the basis for rejection, if applicable. If Seller fails to issue a Confirmation within the time set forth in the first sentence of this Section 2, or otherwise commences performance under such Order, Seller will be deemed to have accepted the Order. Hudson may withdraw any Order prior to Seller's acceptance thereof. Seller may only reject an Order if the applicable Order includes terms and conditions that contradict or supplement those contained in the Agreement, which Seller is unwilling to accept. Seller may not cancel any previously accepted Order hereunder. Hudson may only cancel a previously accepted Order pursuant to the exercise of Hudson's rights under Sections 5 or 6.

3. Invoicing, Pricing and Payment Terms. All prices are firm and shall not be subject to change. Prices are complete and no additional charges may be added without Hudson's written consent. Such charges include all labor, supervision, materials, overhead and other costs associated with the manufacture, sale and delivery of the Products and Services, including all excise, value added, sales and use taxes. Hudson shall pay for all Products purchased hereunder within 60 days after receipt of an undisputed invoice. All invoices for the Products must reference the Order number, amendment or release number, Hudson's part number, Seller's part number where applicable, quantity of pieces in the shipment, number of cartons or containers in the shipment, bill of lading number, and other information required by Hudson. If Seller breaches any provision of the Agreement, or if any person or entity asserts a claim or lien against Hudson relating to Seller's breach, Hudson may withhold from any payments due or to become due to Seller an amount sufficient to protect Hudson from all claims, losses, damages and expenses. **Seller warrants that the prices charged for the Products or Services or similar products or services are the lowest prices charged by Seller to any other customer under similar conditions. If Seller charges any other customer a lower price for such similar products or**

services, Seller must notify Hudson and apply that price to the Products and Services ordered hereunder.

4. Forecasts and Product Shortages. Any forecast provided by Hudson is non-binding and not a commitment by Hudson to purchase such quantities of the Products. Seller shall promptly notify Hudson of any Product shortages or any pending disputes or litigation which may jeopardize Seller's ability to perform under the Agreement.

5. Cancellation for Convenience. Hudson may cancel any Order, in whole or in part, by providing Seller written or electronic notice of cancellation: (a) with respect to Products that have not been custom designed to Hudson's proprietary specifications, at any time prior to Seller's shipment of such Products without further obligation or liability to Seller; or (b) with respect to Services, at any time prior to completion and Hudson will only be liable either (i) for the Services actually performed up to the date of termination or (ii) if payment of fees is dependent upon delivery of deliverables, for the conforming deliverables actually delivered up to the date of termination. With respect to Products that have been custom designed to Hudson's proprietary specifications ("Custom Products"), within 10 days after the effective date of termination set forth in notice of cancellation, Seller may submit to Hudson a written Notice setting forth the following amounts, in sufficient detail to allow Hudson to audit such amounts (a "Termination Claim"): (i) the purchase price under the Agreement for Custom Products finished as of the date of termination, not previously paid for, that conform to the requirements of the Agreement and were produced pursuant to the Agreement, to be delivered to Hudson if requested, less amounts received or that could have been received by Seller for disposition or sale of any Goods or materials not delivered to Hudson, and (ii) Seller's out-of-pocket costs for raw materials incurred by Seller as of the date of termination in furnishing Custom Products under the Agreement, to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Agreement and not in excess of quantities ordered by Hudson pursuant to the Order. If the Termination Claim is timely received by Hudson and Hudson verifies the costs set forth in the Termination Claim Hudson shall pay to Seller the amount due with respect to the Termination Claim, less any amounts owed by Seller to Hudson, within 10 days after Hudson completes its audit and verification of the Termination Claim. Any payment of a Termination Claim will not be deemed a waiver of any of Hudson's other rights arising under the Agreement or applicable Law. A Termination Claim is Seller's sole remedy for termination of an Order under this Section 5. Seller's failure to timely submit a Termination Claim shall be a bar to any future action on such claim. Hudson will make no payments for finished Goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those included in a Termination Claim. Hudson will not be otherwise liable for and will not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, and general and administrative burden charges.

6. Cancellation for Cause. Hudson may terminate the Agreement, by providing written notice to Seller: (a) if Seller repudiates, or threatens to repudiate, any of its obligations under the Agreement; except as otherwise specifically provided under this Section 6, (b) if Seller is in material breach of, or threatens to breach, any representation, warranty or covenant of Seller under the Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by Seller within a commercially reasonable period of time under the circumstances, in no case exceeding 30 days following Seller's receipt of written notice of such breach; (c) notwithstanding the generality of

Section 6(b), if Seller fails to, or threatens not to, timely deliver Goods conforming to the requirements of, and otherwise in accordance with, the terms and conditions of the Agreement; (d) if Seller (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, (iii) makes or seeks to make a general assignment for the benefit of its creditors, or (iv) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; (e) if Seller fails to provide Hudson, within a commercially reasonable time after Hudson's request (but in no case exceeding 10 days after such request) with adequate and reasonable assurance of Seller's financial and operational capability to perform timely any of Seller's obligations under the Agreement; (f) if, as a result of any breach by Seller of any of its obligations under the Agreement, Hudson's customer requires that Hudson obtain another supplier of Goods; or (g) if, without obtaining Hudson's prior written consent, (i) Seller sells, leases or exchanges a material portion of Seller's assets, (ii) Seller merges or consolidates with or into another Person, or (iii) a change in control of Seller occurs, unless in the case of a merger or consolidation of Seller with another Person, the surviving entity has a net worth greater than or equal to Seller's net worth immediately prior to the merger or consolidation. Any termination under this Section 6 will be effective on Seller's receipt of Hudson's written notice of termination or such later date (if any) set forth in such termination notice. [Upon the occurrence of any of the events described under this Section 6, Hudson may, in addition to any of its other rights to suspend performance under the Agreement or applicable Law, immediately suspend its performance under all or any part of the Agreement, without any liability of Hudson to Seller, and, notwithstanding anything to the contrary contained in the Agreement Hudson may, at its election, recover any and all damages, costs (including attorneys' and other professionals' fees and costs), expenses and losses incurred by Hudson as a result of any event described under this Section 6 or any breach of the Agreement by Seller.

7. Modification. Hudson may make changes in specifications, materials, packaging, method of transportation and time and place of delivery at any time by notifying Seller. Seller must give Hudson prompt notice if the changes affect the price or delivery schedule. If Hudson proceeds with the changes, the parties will negotiate an adjustment to the price or delivery schedule consistent with the Agreement. Seller will make no changes to the Product, including the specifications, design, materials, manufacturing location, or processes, without Hudson's prior written consent.

8. Delivery. Unless otherwise indicated on the Order, all Products shall be delivered FCA Hudson's designated delivery point (Incoterms 2010). Seller shall use the carrier designated by Hudson and ship and mark the packaging in accordance with the carrier's or Hudson's instructions. Title and risk of loss for the Products shall transfer to Hudson upon delivery and acceptance of the Products at the named place of delivery in accordance with the applicable Order. If, in order to comply with Hudson's required delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in an Order, any increased transportation costs shall be paid for by Seller, unless the necessity for such rerouting or expedited handling was caused solely by Hudson. If delivery of Products is not or will not be completed by the date indicated on the Order, Hudson may cancel the Order by notice effective when received by Seller, purchase substitute Products elsewhere, and charge Seller for any loss incurred. 100% on-time delivery is required. If Seller fails to deliver the Products by the delivery date, the purchase price will be reduced by an amount equal to 1% of the

original price for each business day that the failure continues. Hudson is not obligated to accept early deliveries, late deliveries, partial deliveries or excess deliveries.

9. Packaging; Marking; Shipping. Seller will: (a) properly pack, mark, and ship Products and other supplies according to the requirements of Hudson and the involved carriers; (b) route the shipments according to Hudson's instructions; (c) label or tag each package according to Hudson's instructions; (d) provide papers with each shipment showing the Order number, amendment or release number, Hudson's part number, Seller's part number (where applicable), number of pieces in the shipment, number of containers in the shipment, Seller's name and number, and the bill of lading number; and (e) promptly forward the original bill of lading or other shipment receipt for each shipment according to Hudson's instructions and carrier requirements. Seller will provide all special handling instructions that are needed to advise carriers, Hudson, and their employees how to take appropriate measures while handling, transporting, processing, using or disposing of the Supplies, containers, and packing.

10. Inspection / Non-Conforming Shipments. Payment for Products delivered hereunder or acceptance of delivery will not constitute acceptance by Hudson of such Products. Hudson may inspect 100% or a sample of Products, at Hudson's option, and may reject all or any portion of a shipment if Hudson determines a Product to be defective or nonconforming. Products rejected and Products supplied in excess of quantities called for under an Order may be returned to Seller at Seller's expense. Hudson will not be required to make any payment for such Products.

11. Warranty. Seller warrants that all Products shall: (a) conform to all Hudson specifications; (b) conform to any sample or model; (c) be free from defects in design, workmanship and materials; (d) be new and free from liens or encumbrances; (e) be adequately packaged, marked, and labeled in accordance with Hudson's requirements and all applicable laws; (f) be merchantable and fit for the intended purpose, and (g) not infringe on the Intellectual Property (as defined below) of any third party. Inspection, testing, acceptance or use of the Products will not affect Seller's obligations under this warranty. Seller's warranty will run to Hudson, its successors, assigns and customers and users of the Products. With respect to Services, Seller warrants that (a) it will perform Services in a timely, competent and professional manner and in accordance with industry standards; (b) its employees and agents providing Services will have the proper skill, training and background so as to be able to perform the Services in a competent and professional manner, and where applicable, shall be certified, licensed or otherwise authorized as necessary to perform the Services; (c) the Services and any deliverables shall conform to any applicable specifications or statement of work.

12. Remedies. If the Products do not comply with the Product warranty (such Products referred to as "Nonconforming Products"), Seller shall, at Hudson's sole discretion, promptly repair or replace any Nonconforming Products free of charge, or grant Hudson a credit or full refund in an amount equal to the purchase price of the Products. Seller is responsible for all costs incurred by Hudson in connection with the nonconformity, including costs associated with the unpacking, sorting, examining, repacking and reshipping. Seller shall pay for all recall costs arising out of or in connection with the Nonconforming Products. If Seller is unable to remedy such nonconformity within Hudson's required time frame, Hudson may take steps to remedy the nonconformity, and in such case, Seller shall reimburse Hudson for any costs incurred by Hudson.

13. Limitation of Liability. HUDSON SHALL NOT BE LIABLE, AND SELLER WAIVES ALL CLAIMS AGAINST HUDSON, FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, DOWN TIME, LOST PROFITS OR COMMERCIAL LOSSES, WHETHER OR NOT BASED UPON HUDSON'S

NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY IN TORT AND/OR ANY OTHER CAUSE OF ACTION. HUDSON'S LIABILITY IN CONNECTION WITH THE AGREEMENT OR THE PURCHASE OF PRODUCTS OR SERVICES SHALL NOT EXCEED THE PURCHASE PRICE OF THE SPECIFIC PRODUCTS OR SERVICES FOR WHICH THE CLAIM IS MADE.

14. Ownership of Intellectual Property. All rights to and in any and all intellectual property existing prior to the date of the Order and embodied in the Products designed and/or manufactured by Seller shall remain the sole and exclusive property of Seller, including but not limited to rights to the inventions, improvements, U.S., foreign and international design and utility patent registrations and applications (including all reissues, divisions, continuations, continuations-in-part, extensions of any patent or patent application and priority rights attached to any patent or patent application), industrial designs and applications for registration of industrial designs, trademarks and service marks, copyright rights and trade secrets ("Intellectual Property"). The specifications and all other materials and information provided to Seller by Hudson shall remain the exclusive property of Hudson. Seller acknowledges that Hudson and its suppliers own all rights in Hudson's names, trademarks and service marks and agrees that Seller has no right and will not use such names or marks in any manner. Seller hereby grants to Hudson all right, title and interest in and to any and all Intellectual Property and other materials, ideas, inventions, methods, processes, data, databases and other information (hereafter "Intellectual Property and other Materials") created, produced or composed by Seller or any of Seller's representatives, suppliers, or affiliates specifically for Hudson in the course of or pursuant to the performance of work under the Order and any similar previous oral or written agreements with Hudson. Seller agrees that such Intellectual Property and other Materials are "works made for hire" under applicable copyright laws ("Work Product"), and as such, Hudson is considered the author of such works. To the extent any such works are not considered "works made for hire," Seller hereby waives any rights under the U.S. Copyright Act, 17 U.S.C. § 101, et seq., to terminate this transfer, as well as any moral rights that may exist in the work, including but not limited to the right of attribution and the right of integrity. Hudson grants to Seller the right to use the Intellectual Property and other Materials and the Work Product solely for the purposes of performing under the Order. With respect to the moral rights: (i) the Seller shall, despite the transfer referred to in this Section 14, not exercise any of its rights, title and interests involved, including but not limited to, any moral rights, in a manner that directly or indirectly harm the commercial interests of Hudson; (ii) the Seller confirms that with regard to moral rights of the creators, all creators that created Intellectual Property and other Materials for Seller expressly waive, have waived and agree to waive their paternity right. In any case, the creators will refrain to exercise their moral rights, in a manner that directly or indirectly harm the commercial interests of Hudson. Regarding the right of integrity, the creators shall only be able to oppose modification(s) of their work insofar its honor or reputation can be damaged; and (iii) the Seller confirms: (a) that the Seller in any case waives the right to see its name listed as the author of the Intellectual Property and other Materials and that Hudson is allowed to disclose the Intellectual Property and other Materials. The Seller guarantees that the rights granted to Hudson on the basis of this Section 14, include the rights, title and interest related to the Intellectual Property and other Materials its employees, consultants and independent contractors may or may assert in the future, and that the necessary agreements to do so were entered into with its employees, independent consultants and contractors.

15. Confidential Information. All information furnished or made available by Hudson to Seller in connection with the Products or Services shall be held in confidence by Seller. Seller will not use (directly or indirectly), or disclose to others, such information without Hudson's prior written consent. These obligations will not apply to any information that: (a) at the time of disclosure was or thereafter

becomes generally available to the public by publication or otherwise through no breach by Seller of any obligation herein; (b) Seller can show by written records was in Seller's possession prior to disclosure by Hudson; or (c) is legally made available to Seller by or through a third party having no direct or indirect confidentiality obligation to Hudson with respect to such information. Seller agrees that it will not make use of, either directly or indirectly, any of the Confidential Information that it receives or has received from Hudson, other than for the purpose for which the Confidential Information has been disclosed.

16. No Publicity. Seller will not advertise, publish or disclose to third parties (other than to Seller's professional advisors on a need-to-know basis) in any manner the fact that Seller has contracted to furnish Hudson the Products covered by the Order or the terms of the Order, or use any trademarks or trade names of Hudson in any press release, advertising or promotional materials, without first obtaining Hudson's written consent.

17. Indemnification. Seller agrees to defend and indemnify Hudson, its suppliers, customers, users, and licensors, and each of their affiliates, employees, shareholders, officers, directors and agents ("Indemnified Parties"), from and against any and all loss, liability, demand, claim, damage, injury, loss of profits or expense (including attorneys' fees) arising out of or relating to: (a) any breach of Seller's representations, warranties or obligations; (b) any act or omission by Seller, its officers, employees or agents (including Seller's subcontractors and their employees and agents); (c) any claim of infringement or misappropriation of any third-party intellectual or proprietary right, including claims for royalties or license fees, in connection with the purchase, use or sale of the Products; and (d) death or any bodily injury, damage to property or any other damage or loss resulting or claimed to result in whole or in part from the Products. Each Indemnified Party may, at its option, be represented by its own counsel in any action, the expenses of which shall be borne by Seller.

18. Insurance. Seller will maintain, at its own expense, the following insurance policies: (a) Commercial General Liability in an amount of not less than US\$ 5,000,000 each occurrence and in the aggregate for bodily injury and property damage and US\$ 5,000,000 any one person or organization for personal and advertising injury for premises operation, products/completed operations, blanket contractual liability, and broad form property damage; (b) Workers' Compensation in full compliance with the laws of any applicable state and/or country, at not less than statutory limits; (c) Commercial Automobile Liability for owned, hired and non-owned motor vehicles in an amount not less than US\$ 5,000,000 combined single limit; and (d) Employer's Liability and Occupational Disease in an amount of not less than US\$ 5,000,000 each accident for bodily injury and US\$ 5,000,000 each employee and in the aggregate for disease. The limits of coverage required may be satisfied by a combination of primary and excess or umbrella insurance policies. Except for Workers' Compensation, Seller shall include Hudson and its affiliates as an Additional Insured on all required insurance policies described above. Upon Hudson's request, Seller shall provide Hudson a certificate of insurance evidencing such coverage and requiring no less than 30 days' advance notice to Hudson before any cancellation of such coverage.

19. Spare Parts. Seller will maintain the capability to supply and provide technical support for spare parts for a period of seven years after the delivery of the Products or for such longer period as may be required by law. Seller will give Hudson a last time buy option at the end of such seven year period, and shall offer any follow on products that are compatible with the Products. Seller will notify Hudson 90 days in advance prior to Seller's withdrawal of any Product(s).

20.Bailment. All tangible property of every description, including supplies, materials, machinery, equipment, drawings, photographic negatives and positives, artwork, copy layout, electronic data and other items, furnished by Hudson (or Hudson's customers), either directly or indirectly, to Seller or to any supplier to Seller in connection with or related to the Agreement, or for which Seller has been at least partially reimbursed by Hudson (collectively, "Bailed Property") is and will at all times remain the property of Hudson (or Hudson's customer(s)), as applicable) and be held by Seller on a bailment-at-will basis. Only Hudson has any right, title or interest in and to Bailed Property, except for Seller's limited right, subject to Hudson's sole discretion, to use the Bailed Property in the performance of Seller's obligations under the Agreement. Seller shall not use the Bailed Property for any other purpose. Seller shall not commingle Bailed Property with the property of Seller or with that of a Person other than Hudson or Seller and shall not move any Bailed Property from Seller's premises without the prior written approval by Hudson. Hudson may, at any time, for any reason and without payment of any kind, retake possession of any Bailed Property without the necessity of payment or notice to Seller, or a hearing or a court order, which rights, if any, are waived by Seller. Upon Hudson's request, Bailed Property will be immediately released to Hudson or delivered to Hudson by Seller. Seller's continued holding of Bailed Property after demand has been made by Hudson for delivery will substantially impair the value thereof, and, accordingly, Hudson will be entitled to a court order of possession without any need or proving damages or a bond. To the fullest extent permitted by law, Seller shall not allow any lien, charge or encumbrance to be imposed on or attach to the Bailed Property through Seller or as a result of Seller's action or inaction, and Seller hereby waives any Encumbrance that it may have or acquire in the Bailed Property. Seller acknowledges and agrees that (a) Hudson is neither the manufacturer of the Bailed Property nor the manufacturer's agent, (b) Hudson is bailing Bailed Property to Seller for Seller's benefit, (c) Seller has inspected the Bailed Property and is satisfied that the Bailed Property is suitable and fit for its intended purposes, of which Seller is aware, and (d) BUYER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN OR OPERATION OF THE BAILED PROPERTY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. Notwithstanding the foregoing, if the bailment relationship described in this Section 20 is deemed to be a secured financing transaction, Seller grants to Hudson a continuing security interest in any rights or interests it may have in the Bailed Property.

21.Compliance. Seller agrees to comply with all federal, state, local and foreign rules, regulations, ordinances and laws applicable to Seller's obligations hereunder and Seller's manufacture and sale of the Products and Services, including import/export laws, labor laws, and anti-corruption laws. Seller also agrees to comply with all applicable environmental, health and safety laws, and laws against slavery, human trafficking and child labor. Sellers and subcontractors are notified that they may be subject to the provisions of: 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. Seller and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

22.Customs. The Seller shall make available to the Hudson and any party designated by Hudson any and all documents and data necessary to effect customs clearance, including the importer security filing and shall provide any assistance deemed necessary by Hudson.

23.Quality Requirements. Seller will conform to the quality control standards and inspection system that are established or directed by Hudson. Seller will also participate in supplier quality and development programs of Hudson or as directed by Hudson. Upon Hudson's request, Seller will participate in and comply with all Supplier Manuals and supplier performance evaluations. Seller acknowledges Hudson's reliance upon Seller's expertise. In the event that any of Hudson's specifications or other requirements may result in any negative impact to the Product, Seller shall immediately notify Hudson in writing of all ramifications of such direction. Any reviews, audits, inspections, acceptance quality levels, approved vendor lists, bill of materials, or approvals by Hudson will not relieve Seller of its obligations.

24.Audit. Seller shall maintain complete and accurate records, books of account, reports and other data necessary for the proper administration of the Agreement on a generally recognized accounting basis. Such materials shall include any rebate programs and any other special pricing program extended to Seller. Hudson may audit and inspect Seller's books and records. If any audit or inspection reveals an error or irregularity in the computation of prices or any other costs, an appropriate adjustment shall be made by Seller. Further, if such audit or inspection demonstrates that an error or irregularity occurred and caused the prices to be computed in Seller's favor, then Seller shall pay all costs and expenses incurred by Hudson with respect to such audit or inspection. Seller shall, at Hudson's request, permit Hudson or a third party designated by Hudson to have reasonable access to designated areas within its facilities directly relating to the production and packaging of the Products for the purpose of performing production and quality audits. Hudson shall conduct any such audit only during Seller's normal working hours.

25.Relationship of the Parties. Nothing in the Agreement or the course of dealing of the parties may be construed to constitute the parties hereto as partners, joint venturers or as agents for one another or as authorizing either party to obligate the other in any manner.

26.Force Majeure. If the performance by either party or any obligation under the Agreement is prevented, restricted or interfered with by any act of God, fire or other casualty, embargo, power or supplies, war or violence, acts of terrorism, or any law, order, proclamation, ordinance, demand or requirement of any governmental agency or similar event beyond such party's reasonable control (each, an "Event of Force Majeure"), such party shall promptly give the other party written notice of the Event of Force Majeure. Delays caused by labor disputes, changes in cost or availability of raw materials or components based on market conditions, or scheduled downtime for maintenance shall not constitute an Event of Force Majeure. No later than 48 hours after the occurrence, Seller will provide written notice describing such delay and assurance of when the delay will be cured. During the delay, Hudson may at its option: (a) cancel any Orders and purchase Products or Services from third parties without liability; (b) to the extent available, require Seller to deliver all finished goods, work in process, tooling, and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Products or Services from other sources and at the price set forth in the Order.

27.Assignment; Binding Effect. No assignment of any rights or interest or delegation of any obligation of Seller under the Agreement may be made without the prior written consent of Hudson. Any attempted assignment will be void. Hudson may assign the Agreement or otherwise transfer its rights and/or obligations under the Agreement. The Agreement will inure to the benefit of and be binding upon each of the parties hereto and their respective permitted successors and assigns.



28.Remedies and Waiver. Except as specifically set forth herein, all rights and remedies under the Agreement are cumulative, and the exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided by the Agreement, by law or in equity. If Hudson fails to insist upon strict compliance with the Agreement, Hudson's actions will not constitute a waiver of Seller's default or any other existing or future default, or affect Hudson's legal remedies.

29.Bankruptcy. If either party becomes insolvent, is unable to pay its debts when due, files for or is the subject of involuntary bankruptcy, has a receiver appointed or has its assets assigned, the other party may cancel any unfulfilled obligations hereunder without liability for such cancellation.

30.Dispute Resolution. Any dispute arising out of or related to the Agreement will be governed by and construed according to the laws of the State of Texas and litigated exclusively in a state or federal court located in Travis County, Texas. The parties hereto expressly release and waive any and all rights to a jury trial and consent to have any dispute heard solely by a court of competent jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. If either party commences litigation concerning any provision of the Agreement or if the parties agree to alternative dispute resolution, the prevailing party is entitled, in addition to the relief granted, to a reasonable sum for their attorney's fees in such litigation or mutually agreed upon alternative dispute resolution, provided if each party prevails in part, such fees will be allocated in the manner as the court or mediator determines to be equitable in view of the relative merits and amounts of the parties' claims.

31.Survival. Any provisions in the Terms which, by their nature, extend beyond the termination or expiration of any sale of Products or Services, will remain in effect until fulfilled.

32.Severability. If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.

33.Integration and Modification. The Agreement constitutes the entire agreement between Hudson and Seller with respect to the Products and Services, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby.

34.Notice. Except as otherwise expressly stated in an Order, any notice given or other communication sent under the Agreement shall be in writing and shall be properly delivered to its addressee by hand, prepaid courier, registered mail, e-mail (receipt confirmed) or facsimile (receipt confirmed) at the applicable address noted on the Order. Any notice or communication given as provided herein shall be deemed to have been received at the time of its delivery if delivered by hand, on the business day following its dispatch if transmitted by courier, e-mail or facsimile or on the third business day following its mailing if transmitted by registered mail. Either party may notify the other party, in the manner provided for herein, of any change of address, for the purpose of giving notices or sending communications under this Order.