

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope of Application.

Any delivery of materials, products or services (the "Goods") to Edge Tech I.G. Inc. ("Buyer") shall be subject to the General Terms and Conditions set forth herein. As used in these General Terms and Conditions, "Order" shall mean a purchase order from Buyer. "Seller" shall mean the person, proprietor, partnership, limited liability company, firm, corporation or other entity to which this Order is issued. Any terms and conditions proposed by Seller inconsistent with or in addition to the terms and conditions of purchase herein contained shall be void and of no effect unless specifically agreed to by Buyer in writing. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer's purchasing representative. These terms and conditions, together with any referenced exhibits, attachments or other documents, constitute the entire agreement between the parties with respect to the subject matter of this Order; and supersede any prior or contemporaneous written or oral agreements pertaining thereto.

2. Price, Terms and Payment.

The price shown on the Order is binding. Unless otherwise agreed in writing, price is fully inclusive of standard packaging and of any and all costs, risks, and profits related to or in connection with the performance of this Order. No extra charge of any kind will be allowed unless specifically agreed in writing by Buyer in advance and stated on the Order.

Seller shall invoice Buyer according to the invoicing schedule set out in the Order. Invoices shall include Order number, quantity and description of supplied Goods, date and reference of delivery notice and detailed price, and shall be accompanied by all the necessary supporting documents. Unless otherwise stated on the Order, Seller shall issue one invoice per Order and unless a different invoicing address is specified, invoices shall accompany the Goods.

Payment of the invoice shall not constitute acceptance of the Goods and shall be subject to adjustment for errors, shortage, defects in Goods or the failure of the Seller to meet the requirements of the Order.

Unless otherwise agreed in writing on the Order, payment shall be sixty (60) days date of invoice.

3. Packaging and Shipping.

Unless special packaging is specifically requested by Buyer on the Order, Seller shall supply the Goods with adequate packaging, taking into account the nature of the Goods. Goods shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rates and (iii) adequate to insure safe arrival to the named destination.

Seller shall be solely responsible for any damage to the Goods or any extra expenses due to incorrect or inadequate packaging, marking or labeling, except for damages or expenses due to special packaging, marking, or labeling instructions provided by Buyer to Seller.

4. Delivery and Delays.

Time is of the essence in delivery of Goods specified in the Order and shipment and delivery dates can only be changed by written agreement signed by both parties.

Buyer reserves the right to refuse or return at Seller's risk and expense shipments made in excess of Buyer's Orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.

Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Order and provide a proposed revised schedule. In such instance, Buyer shall have the right to cancel the Order without Seller having right to indemnity or compensation and without waiver of Buyer's rights and remedies resulting from the delay.

5. Changes and Substitutions.

Buyer shall have the right to make changes in the Order. Seller shall promptly inform the Buyer of any price and/or schedule alterations needed due to changes requested by Buyer, and such alterations shall be agreed in writing by the Parties. However, nothing herein shall excuse Seller from proceeding with its obligations under the Order pending resolution of the alterations.

6. Title; Risk of Loss.

Title shall pass to Buyer upon Buyer's receipt of Goods at destination. Risk of loss of all Goods shall remain in Seller until receipt by Buyer at destination, unless otherwise specified in the Order.

7. Inspection.

Buyer shall have the right to refuse Goods that do not comply with the Order or the applicable specifications or requirements. Non acceptance of Goods shall promptly be notified to Seller pursuant to Section 14. Seller shall at its expense take back non-accepted delivered Goods within ten (10) working days from the date of receipt of the notice of non-acceptance. After the ten (10) days period has elapsed, Buyer will return the Goods to Seller at Seller's expense and Buyer shall have no further obligation for such Goods. In no event shall Buyer incur liability for non-accepted Goods.

8. Warranty.

By accepting this Order, Seller warrants that the Goods furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples, and that such Goods will be fit for the Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the Goods, free and clear from all liens, claims, and encumbrances.

Seller warrants that the Goods covered by this Order, except to the extent specially manufactured in accordance with Buyer's specifications, shall not infringe any patent, design, copyright, trademark, or trade secret of any third party and that the Goods covered by this Order are in compliance with any applicable federal, state and local laws, ordinances, rules or regulations.

The foregoing warranties are in addition to any warranties implied by law or expressly granted by Seller. These warranties shall survive acceptance and payment by Buyer.

Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including repair, replacement or reimbursement of the purchase price of nonconforming materials and, in the case of services, either correction of the defective services at no cost or reimbursement of the amounts paid for such services.

9. Indemnity.

Seller shall indemnify and hold harmless Buyer, its officers, directors, agents, representatives and employees from any and all claims, liabilities, damages, and expenses (including reasonable attorney's fees) including on account of death or injury to any person or damage to any property arising from or attributed to any Goods supplied by Seller, except to the extent caused by Buyer's sole negligence. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, or other tort. This indemnity shall survive delivery and acceptance of the Goods from Seller.

10. Termination for Convenience.

Buyer may terminate the Order for its convenience, in whole or in part, at any time prior to shipment by notice to Seller pursuant to Section 14. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer.

11. Force Majeure.

Neither party will be responsible for any failure to perform due to war, riot, embargoes, acts of civil or military authorities, acts of terrorism, acts of God, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, or strikes, provided that such party gives prompt written notice thereof to the other party and uses reasonable efforts to mitigate the effects of any such force majeure event.

12. Applicable Law and Jurisdiction.

This Agreement shall be construed according to the laws of the State of Ohio without regard to its conflict of laws provisions or any other provision of Ohio law that would require or permit the application of the substantive law of any other jurisdiction to govern this Agreement and without regard to the United Nations Convention regarding Contracts for the International Sale of Goods. Each party agrees and consents to the jurisdiction of Ohio courts, both state and federal, to hear or preside over any dispute that may arise between the parties hereto.

13. 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 contract or to exercise any right or remedy hereunder shall not be, and shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions of the future exercise of such right or remedy by Buyer and the obligation of the Seller with respect to such future performance shall continue in full force and effect.

14. Notice.

All notices given hereunder shall, unless otherwise specifically provided, be given in writing, by personal delivery, mail, electronic mail, or facsimile transmission at the respective addresses of Seller and Buyer set forth in this Order, unless either party at any time designates another address for itself by notifying the other party thereof by certified mail, in which case all notices to such party shall thereafter be given at the designated address. Notice given by mail shall be deemed given on the date of mailing thereof with postage prepaid. Notice given by electronic or facsimile transmission shall be deemed given upon receipt thereof by the recipient.

15. Proprietary Information.

All drawings, specifications, documents, tooling, know-how, trade secrets, information, data and other material provided by Buyer to Seller (i) are proprietary, (ii) remain the exclusive property of Buyer, (iii) shall be treated confidentially by the Seller and (iv) shall not, without Buyer's express prior written consent, be disclosed by the Seller to any person or used by the Seller for any purpose not expressly authorized by Buyer in writing. Upon Buyer's request, all such material shall be promptly returned by the Seller to Buyer, together with all copies thereof in the Seller's possession or under the Seller's control.

16. Tools.

The manufacturing as well as the processing of tools, models, drafts and other documentation, which the Seller creates on or with respect to the account of Buyer, are made for Buyer as manufacturer with the consequence that Buyer gains ownership of them and thus the full power of disposition.

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