

## TERMS AND CONDITIONS OF PURCHASE

Please read these terms and conditions carefully. They materially affect the parties' obligations. Charter Steel, a division of Charter Manufacturing Company, Inc. ("Buyer") is bargaining for and will do business only on these terms and conditions (these "Terms"), and Buyer's agreement to purchase goods and/or services ("Articles") is expressly subject to and conditioned on the seller/provider of Articles ("Seller") assenting to these Terms.

- 1. ENTIRE AGREEMENT; ACCEPTANCE; CONTRARY TERMS.** These Terms, together with the email, purchase order, service order or similar form issued by Buyer and referencing these Terms (the "Purchase Order"), are intended by the parties to be the final expression of their agreement (this "Agreement"), and are intended also as a complete and exclusive statement of the terms and conditions thereof. This Agreement is an offer to purchase Articles described on the Purchase Order. Buyer may revoke this offer at any time prior to its acceptance by Seller. Commencement of delivery or other indications of acceptance by Seller will result in a firm contract containing all of these Terms. Buyer's performance is conditional upon Seller's assent to these Terms; if any of these terms and conditions are not acceptable to Seller, Buyer must be notified promptly. If Buyer does not receive Seller's written objection to any of these Terms within ten (10) days of Seller's receiving the Purchase Order from Buyer, or if Seller delivers Articles, these Terms shall be deemed irrevocably accepted by Seller. NOTWITHSTANDING THE CONTENTS OF ANY FORM FROM SELLER, THE ONLY EFFECT THEREOF WILL BE TO ACCEPT THE PURCHASE ORDER ON THESE TERMS. ANY PROVISION OF ANY FORM OR OTHER WRITING INCONSISTENT WITH THESE TERMS WILL NOT CONSTITUTE A PART OF THE CONTRACT. NO ONLINE OR ELECTRONIC TERMS OR CONDITIONS WILL BE BINDING UPON BUYER EVEN THOUGH SUCH TERMS WERE "ACCEPTED" IN ORDER TO ACCESS OR USE A SYSTEM, INCLUDING BUT NOT LIMITED TO AN ORDER ENTRY SYSTEM. IN NO EVENT WILL BUYER BE DEEMED TO HAVE WAIVED ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR THOSE ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE) UNLESS SUCH WAIVER IS EXPRESSLY SET FORTH IN A WRITING HAND-SIGNED BY BUYER. The failure of Buyer to object to provisions contained in any acknowledgement or communication from Seller shall not be construed as an acceptance of any such provision or as a waiver of these Terms. Without limiting the foregoing, Buyer expressly objects to all additional or contradictory terms specified in any other quote, email, acknowledgement, purchase order, confirmation or other document supplied by Seller pertaining to Articles, including without limitation those terms and conditions regarding warranty and indemnity. No modification of any term or condition will be valid or binding upon Buyer unless approved by Buyer in a writing hand-signed by Buyer.
- 2. NON-EXCLUSIVITY.** Nothing herein shall be deemed to create an exclusive relationship between the parties. Buyer has the absolute right to purchase goods and services, including Articles, from sources other than Seller.
- 3. PACKING.** Articles will be packed and shipped by Seller in accordance with any instructions by Buyer and in accordance with good commercial practices, to ensure the safe loading, transit, and unloading of Articles, and that no damage results from weather or transportation. No extra charges will be allowed for packing and shipping unless specified on the Purchase Order.
- 4. QUANTITY.** The quantity of Articles delivered shall not be greater or less than the amount specified in the Purchase Order unless an additional amount is first ordered by Buyer in writing. In the event of any over or under shipment, Buyer shall be entitled to reject any or all of the shipment; provided, however, that in the event of an over shipment, Buyer shall only be entitled to reject the portion of the shipment that is in excess of the quantity ordered. Buyer may return excess quantities to Seller at Seller's sole risk and expense.
- 5. BLANKET PURCHASE ORDERS.** In the event that the Purchase Order states that it is a blanket purchase order, all quantities listed thereon shall be estimates only, and Buyer reserves the right to increase or decrease the quantity ordered at any time in its sole discretion. Any such Purchase Order shall not create any commitment on the part of Buyer to purchase any quantity of Articles from Seller. With respect to such Purchase Orders, Buyer shall only be obligated to purchase, and Seller shall only be obligated to sell, Articles in the quantities and at the times specified in the written instructions of Buyer or Buyer's authorized agent.
- 6. PRICE; PAYMENT.** Unless otherwise specified on the Purchase Order, the prices charged to Buyer include any applicable federal, state and local taxes, charges or duties. All shipments shall be in accordance with 2010 Incoterms DDP to Buyer's premises. Seller's price shall not be higher than the price stated on the Purchase Order or the last price quoted by Seller or charged to Buyer, whichever is lower, without the written approval of Buyer. No additional charges or fees of any kind or nature, including taxes, shipping or packaging charges, travel or other out of pocket expenses, customs, duties or other fees or assessments, will be allowed unless specifically agreed to by Buyer in writing or on the Purchase Order. Seller acknowledges that payment by Buyer will not constitute acceptance of Articles nor impair Buyer's right to inspect Articles or invoke any of its remedies provided hereunder. Seller warrants that the prices charged Buyer on the Purchase Order are no higher than prices charged on orders placed by others for similar services or similar quantities of goods on similar conditions subsequent to the last general announced price change, and Seller agrees that any reduction in the price of Articles subsequent to the date of the Purchase Order will result in a corresponding reduction in price to the Articles under this Agreement, effective retroactively to the date of the Purchase Order. If Seller breaches this warranty, the prices of Articles will be reduced accordingly, retroactive to the date of such breach. Unless otherwise stated on the Purchase Order, payment terms shall be 2%/15 net 70. The invoice payment period and the determination of any discount periods will start on the later of the date (a) Seller's invoice is received at Buyer's accounts payable department, or (b) Articles are received by Buyer at the appropriate location. If the invoice receipt by Buyer is delinquent, or if a pricing discrepancy results when comparing the invoice amount to the amounts listed on the Purchase Order or Articles received, processing of the invoice may be delayed and Buyer shall still be entitled to take any applicable cash discount. All amounts of any discounts not subtracted from the purchase price at the time of payment shall accumulate to Buyer's benefit, and shall be payable to Buyer upon demand together with 6% annual interest from the date of Buyer's payment to Seller of the purchase price. Seller shall not retain any lien, security interest or other right in the Articles.
- 7. WARRANTY.** In addition to all warranties prescribed by law, Seller specifically represents, warrants and guarantees that: (a) Articles will conform strictly to their descriptions (whether oral or written, including on Seller's website or catalog), drawings, any samples and any applicable specifications; (b) Articles shall be of good merchantable quality and fit for the known purposes for which they are sold, provided that Seller shall have the burden of proving that it was unaware of Buyer's intended purpose, and absent such proof Seller shall be deemed to have known of Buyer's intent to use the Articles in whatsoever manner Buyer actually uses the Articles; (c) Articles shall be free from defects in design, materials and workmanship; (d) Articles shall be free and clear of all liens, encumbrances and rights of third parties; (e) Seller has good and marketable title to Articles; (f) Articles shall be new and not contain any reconditioned parts or materials; (g) each of Seller's employees, agents or representatives assigned to provide services under this Agreement shall have the proper skill, training and background so as to be able to perform, and shall perform, such services in a competent and professional manner;

(h) Articles comply with all applicable federal, state, and local laws, regulations or orders; and (i) Articles and Buyer's authorized use thereof does not and shall not infringe or misappropriate or contribute to the infringement or misappropriation of any patents, copyrights, trademarks, trade names or other intellectual property or proprietary rights. Such warranties, including warranties prescribed by law, will run to Buyer, its successors, assigns, and customers, and to users of Articles.

**8. INSPECTION; ACCEPTANCE; REJECTION.** Articles purchased hereunder are subject to inspection and approval at Buyer's designated destination. Buyer shall have a reasonable amount of time to complete such inspection, but in no event less than thirty (30) days. Buyer reserves the right to reject and refuse acceptance of Articles that are not in accordance with Buyer's instructions, specifications, drawings, and data or Seller's warranties (express and implied), or otherwise unsatisfactory to Buyer in its reasonable discretion. If any Articles are rejected, at Buyer's option, (a) the Purchase Order may be cancelled without charge or expense to Buyer, Seller shall reimburse Buyer for any amounts paid by Buyer on account of the purchase price of such rejected Articles, and Seller shall immediately reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Articles, or (b) Seller will immediately replace all rejected goods at no extra cost to Buyer, re-perform any rejected services in a manner acceptable to Buyer, and reimburse Buyer for any damages incurred by Buyer in connection with Seller's provision of such defective Articles. Payment for any Articles hereunder will not be deemed an acceptance thereof. Seller shall bear all risk of loss and shall be responsible for any and all loss or damage to Articles until Buyer's acceptance of Articles, at which point title to Articles shall pass to Buyer.

**9. CHANGES; CANCELLATION; TERMINATION.**

(a) Buyer may, at any time before delivery or performance of the order, make changes in quantities, specifications, delivery destinations and schedules, and methods of shipping and packing. If such changes cause an increase or decrease in prices or in time required for performance, Seller will notify Buyer thereof within five (5) days of receipt of such change by Seller, and an equitable adjustment will be made. Seller shall make no changes to any of the terms of this Agreement, or to materials or method of manufacture, without the prior written consent of Buyer. Changes will not be binding on Buyer unless evidenced by a change order issued and signed by Buyer.

(b) Time is of the essence and Buyer may, in addition to all other remedies available to it, cancel the Purchase Order and/or this Agreement in whole or in part, without liability, if deliveries are not made at the time and in the quantities specified or in the event of any other breach or failure of any other of these Terms. Acceptance of any Articles before or after the specified delivery date will not operate as a waiver of any of Buyer's rights, including its rights to damages for such early or late delivery. In the event of a late shipment, Buyer may require Seller to ship the Articles via premium freight at Seller's sole cost and expense. Any provision in the Purchase Order providing for the delivery of Articles in installments shall not be construed as making the obligations of Seller severable.

(c) Buyer may terminate the Purchase Order or this Agreement in whole or in part, at any time for any reason or no reason (including, without limitation, the commencement of any reorganization or proceeding involving Seller based on actual or alleged insolvency), without liability, by notice to Seller. When Seller receives such notice, Seller will take any necessary action to protect the property in Seller's possession in which Buyer has or may acquire an interest, and, to the extent specified in the notice, stop work and the placement of subcontracts under this Agreement and terminate work under subcontracts outstanding hereunder. Any termination claim must be submitted to Buyer within 60 days after the effective date of the termination. Buyer reserves the right to accept or reject any such claim in whole or in part. Under no circumstances will Buyer have any liability to Seller relating to standard, non-custom goods that were not shipped by Seller prior to Buyer's termination of the Purchase Order. Under no circumstances shall Buyer be liable for any general, special, indirect, incidental, consequential or punitive damages, or for any attorneys' fees, arising out of or relating to this Agreement.

**10. INDEMNIFICATION.** Seller agrees to defend, indemnify, and hold Buyer, its parent and subsidiary entities, and its and their employees, direct or indirect customers and users, successors and assigns, harmless against any claims or demands, action or proceeding, liability, loss or expense whatsoever, including all attorneys' fees, arising from or related to any actual or alleged (a) defect in Articles, (b) failure to comply with specifications in the Purchase Order or with the express and implied warranties of Seller, or any of the terms of this Agreement, (c) act or omission of Seller related to the provision, sale or use of Articles, (d) violation by Articles, or in their provision, manufacture or sale, of any statute, ordinance or administrative order, rule or regulation, or (e) infringement by any Article of any patent, trademark, or other trade designation, trade secret, copyright, or other intellectual property right, which shall have been in effect at the time the Purchase Order is accepted by Seller (other than infringement related solely to specifications provided by Buyer). If any claim, demand, action or proceeding is commenced against Buyer by reason of any of the above matters, Buyer agrees to give Seller notice thereof in writing; provided, however, that any failure by Buyer to give such notice will only relieve Seller of liability if and only to the extent that Seller is directly and materially prejudiced thereby.

**11. BUYER-FURNISHED PROPERTY.** Seller will not disclose to any other party, or use, reproduce, or appropriate, any material, tooling, dies, drawing, designs, and other property or data furnished by Buyer ("Buyer-Furnished Property"), nor will Seller use the same to produce or manufacture more Articles than are required hereunder. All Buyer-Furnished Property is being provided for use on an as-is basis, and Buyer makes no representations or warranties with respect thereto, whether express or implied. Title to Buyer-Furnished Property will remain with Buyer at all times. Buyer shall have no obligation to furnish any Buyer-Furnished Property, and Seller shall be solely responsible for obtaining and maintaining the tools and equipment necessary for the fulfillment of its obligations hereunder, including all repair and replacement costs associated therewith. Seller will bear the risk of loss or damage to all Buyer-Furnished Property unless such loss or damage is solely, directly and proximately caused by Buyer. All Buyer-Furnished Property, together with spoiled and surplus materials, will be returned to Buyer at termination or completion of this Agreement or upon Buyer's demand, whichever occurs first, unless Buyer otherwise directs. All designs, sketches, patterns, dies, tools, equipment, special appliances, computer programs, plans, documents, models, interfaces, data and configurations ("Equipment") paid for directly or indirectly (including as part of the purchase price, whether or not specifically itemized) by Buyer shall be Buyer-Furnished Property and subject to the terms of this provision. As to any Equipment purchased, furnished or used by Seller in its performance of its obligations under this Agreement which does not become Buyer-Furnished Property under the terms of this Section, Buyer has the option, at any time and from time to time, to purchase from Seller some or all of such Equipment, and upon the exercise of such option Buyer shall become the owner and entitled to possession of the same. The purchase price shall be limited to the initial cost of such Equipment less any accumulated depreciation. Seller shall not sell or otherwise dispose of any such Equipment without the prior written consent of Buyer.

**12. INTELLECTUAL PROPERTY LICENSE.** To the extent not Buyer-Furnished Property, Seller agrees to and hereby does grant to Buyer an irrevocable, non-exclusive, fully transferable, royalty free license to make, have made, use and sell any invention, improvement or discovery (whether or not patentable) that Seller conceives, develops or first actually reduces to practice in the course of performing the Purchase Order. Seller agrees to and

hereby does grant to Buyer: (a) an irrevocable, non-exclusive, fully transferable, royalty free license to reproduce, translate, publish, use and dispose of, and to authorize others so to do, any copyrighted or copyrightable material ordered as Articles or incorporated in or supplied as a supplement with, any Articles; and (b) the right to reproduce, use and disclose for any purpose, all or any part of the reports, drawings, blueprints, data and technical information delivered or specified to be delivered to Buyer.

- 13. TRADEMARKS.** Buyer warrants that all of the trademarks Buyer requests Seller to affix to Articles are owned or authorized for use by Buyer. Seller will not acquire or claim any rights, title or interest therein or use any such trademarks on any articles produced for or provided to anyone other than Buyer. Any Articles that are peculiar to Buyer's design, either as an assembly or component part of any assembly, as well as any Articles bearing any trademark and/or identification mark of Buyer, shall not bear any trademark or other designation of Seller.
- 14. COMPLIANCE WITH LAWS.** Seller shall ensure that at all times it has and maintains all licenses, permissions, authorizations, consents and permits that it needs in order to carry out its obligations under this Agreement and that it complies with all applicable statutory and regulatory requirements relating to the manufacture, labeling, packaging, storage, handling and delivery of the Articles. Seller represents and warrants that it is in compliance with, and will continue to comply with, all applicable laws, rules, regulations, orders, conventions, ordinances, standards, and other governmental and regulatory requirements of the country(ies) of destination and the country(ies) of shipment, or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Articles, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under the Agreement. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. Seller represents and warrants that Seller is and shall at all times remain in compliance with all laws administered by the U.S. Treasury Office of Foreign Assets Control or any other governmental entity imposing economic sanctions and trade embargoes ("Economic Sanctions Laws") against designated countries, entities and persons (each an "Embargoed Target"). Seller further represents and warrants that it is not an Embargoed Target or subject to any Economic Sanctions Law, and Seller shall not (a) directly or indirectly export, re-export, transship or otherwise deliver any goods, including Articles or any portion of Articles, to an Embargoed Target or (b) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law. At Buyer's request, Seller will certify in writing its compliance with the foregoing.
- 15. SETOFF.** Buyer may set off any amount due from Seller, whether or not under the Purchase Order or this Agreement, against any amount due Seller hereunder. Seller may not set off any amount due from Buyer, whether or not under this Agreement, against any amount due Buyer hereunder without Buyer's prior written consent.
- 16. CONFIDENTIALITY.** Seller acknowledges that all information furnished by Buyer and any other person acting on behalf of Buyer, whether in writing, verbally, electronically, or otherwise, and all information learned or observed about Buyer or its operations through performing this Agreement or the Purchase Order, shall be deemed "Confidential Information." Seller agrees to maintain and protect the confidentiality of the Confidential Information, and to not disclose the Confidential Information except as legally required (and then only to the minimum extent legally required), and except to Seller's employees who are bound by obligations of confidentiality with respect to such Confidential Information at least as stringent as those set forth herein, and who have a need to know such Confidential Information for the purpose of fulfilling Seller's obligations under the Purchase Order. Seller shall be responsible for any breach of the confidentiality and non-use obligations set forth herein by such employees. Seller may only be use the Confidential Information in the performance of the Purchase Order, and may not use the Confidential Information for any other purpose. Seller shall return to Buyer, or destroy, with such destruction certified in writing to Buyer, within five (5) days of the earlier of a request from Buyer or the termination of this Agreement, all Confidential Information, and all written materials, and copies thereof, including materials stored in electronic media, containing, incorporating, or otherwise based upon the Confidential Information. This provision shall survive any termination of this Agreement for any reason, and in the event of any breach or threatened breach of this provision, Buyer shall be entitled, in addition to any other remedies and damages, to injunctive relief without the necessity of paying bond and without being required to prove the amount or insufficiency of damages.
- 17. SOLICITATION OF PERSONNEL.** For so long as there is any Purchase Order in effect between Buyer and Seller and for twelve (12) months thereafter, Seller agrees that it shall not solicit for employment any employee or contractor of Buyer. Buyer shall not be restricted from soliciting any employee, contractor or customer of Seller.
- 18. CERTAIN SELLER CHANGES.** Seller shall not make any changes to the components, composition, processes, or material sources of supply with respect to any Articles without first obtaining Buyer's prior written consent. Seller must notify Buyer of any such change prior to shipping any affected Articles to Buyer.
- 19. SUBCONTRACTING; ASSIGNMENT.** Seller may subcontract its obligations with respect to Articles made to Buyer's design only with Buyer's prior written consent. Seller may not assign any of its rights, duties, or obligations under this Agreement without Buyer's prior written consent. Any attempted assignment without such consent, even if by operation of law, will be void. Any consent by Buyer to Seller's subcontracting or assignment will not relieve Seller from its obligations, from any liability for breach, or from any duty to perform hereunder. Buyer may assign this Agreement. If Buyer so assigns, Seller releases Buyer from all liability under this Agreement and agrees to hold the assignee solely responsible for performance of all obligations.
- 20. INSURANCE.** Seller shall, at its own expense, maintain and carry insurance in full force and effect in accordance with the requirements found in Buyer's document entitled "Insurance Requirements," attached hereto as Exhibit A, and annually provide Buyer a certificate of insurance evidencing compliance with such requirements. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Under no circumstances shall Buyer be required to provide additional insured status to Seller, nor shall Buyer's insurer be required to waive subrogation rights against Seller or Seller's insurer. Buyer shall only be required to maintain insurance that is consistent with its own usual internal policies.
- 21. NOTICE OF DELAY.** Whenever any occurrence or event affecting Seller or its subcontractors or suppliers delays or threatens to delay the timely performance of this Agreement, Seller will immediately give written notice thereof to Buyer.

- 22. EXCUSE FROM PERFORMANCE.** Buyer is excused from performance if performance is rendered impracticable by any accident; breakdown; riot; war; delay; labor or transportation problem; act of God; or other causes and conditions, whether of like or different nature, that are beyond Buyer's reasonable control. In the event of Seller's delay or failure to perform, in addition to all other remedies available, Buyer may at its option (a) require Seller to provide Articles from other sources or (b) purchase Articles itself from other sources and reduce or terminate (at Buyer's option) its obligation to Seller under the Purchase Order by the quantities purchased, without liability to Seller. At Buyer's request, Seller will provide adequate assurances that the delay or failure to perform will not exceed thirty (30) days. If Seller fails to provide such assurances within ten (10) days of Buyer's request or fails to perform within the 30 days period, Buyer may immediately cancel the Purchase Order, all other outstanding purchase orders, and/or this Agreement without liability, and may pursue all remedies available to it against Seller.
- 23. NO IDENTIFICATION AFTER BREACH.** If Buyer wrongfully rejects or revokes acceptance of any Article, fails to make any payment due on or before delivery, or repudiates with respect to any Article covered by this Agreement, Seller will have no right to identify any goods to the contract after it learns of the rejection, revocation, breach or repudiation.
- 24. RESERVATION OF RIGHTS; WAIVERS.** Buyer explicitly reserves its right to a jury trial, as well as its rights to all remedies available to it under applicable law, including, without limitation, all rights to indirect, incidental, consequential, punitive, exemplary and special damages. The failure of Buyer to insist upon strict performance of any of these Terms shall not be considered a continuing waiver of such term or condition, or any other term or condition, or any of Buyer's rights. In addition, if any of these Terms are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not affect the remainder of this Agreement and such remainder shall remain in full force and effect.
- 25. INDEPENDENT CONTRACTORS.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 26. NO THIRD-PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- 27. NOTICES.** Any notice relating to this Agreement must be in writing and will be considered given within three days after it is deposited, postage prepaid, with a registered mail service and addressed to the other party at the address given in this Agreement; or, if delivered by hand, when so delivered.
- 28. CORRECTIONS.** Clerical and stenographic errors are subject to correction.
- 29. APPLICABLE LAW.**
- (a) If Seller is an entity incorporated, organized, or formed within the United States, or if the Articles are originating from a location within the United States, then this provision (a) shall apply. The validity, construction, and enforcement of this Agreement will be governed by and interpreted under the local, domestic law of the State of the origin of purchase, including, without limitation, such State's provisions of the Uniform Commercial Code. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply to this Agreement. In the event of a dispute involving this Agreement, any legal proceeding must be heard and determined exclusively in a Wisconsin state court or a federal court sitting in Milwaukee County, Wisconsin. Seller waives any objection to venue, including on the ground of forum non conveniens, to bringing a legal action in Wisconsin, and agrees not to bring any legal action relating to this Agreement except within the State of Wisconsin.
- (b) If Seller is not an entity incorporated, organized, or formed within the United States, and if the Articles are originating from a location outside of the United States, then this provision (b) shall apply. The validity, construction, and enforcement of this Agreement will be governed by and interpreted under the local, domestic law of the State of New York, U.S.A., including, without limitation, such State's provisions of the Uniform Commercial Code. The United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply to this Agreement. Any controversy or claim arising out of or in connection with this Agreement shall be settled exclusively by arbitration administered by the International Chamber of Commerce in accordance with its Rules of Arbitration, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Any such arbitration shall occur in London, England, and shall be conducted in the English language.
- 30. SURVIVAL.** The parties' rights and obligations, which by their nature would continue beyond the expiration or termination of this Agreement, including but not limited to those regarding indemnification, insurance, compliance with laws, warranties, confidentiality and non-solicitation of employees, shall survive any termination or expiration of this Agreement.

# EXHIBIT A



**CHARTER**  
MANUFACTURING COMPANY, INC

CHARTER STEEL  
CHARTER AUTOMOTIVE  
CHARTER WIRE

## Insurance Requirements

INSURANCE TYPE	Required Limits			
	Contractor	Professional Service Provider	Transportation	Material Providers
<b>Worker's Compensation</b>	Statutory	Statutory	Statutory	N/A
<b>Employer's Liability (Coverage B)</b>	\$500,000 - Each Accident \$500,000 - disease policy limit \$500,000 - disease each employee	\$500,000 - Each Accident \$500,000 - disease policy limit \$500,000 - disease each employee	\$500,000 - Each Accident \$500,000 - disease policy limit \$500,000 - disease each employee	N/A N/A N/A
<b>Commercial General Liability</b> (Including Contractual Liability, Bodily Injury and Property Damage Combined, and Personal Injury)	\$1,000,000 Each Occurrence or limits sufficient to be scheduled under the umbrella policy \$2,000,000 Annual Aggregate	\$1,000,000 Each Occurrence or limits sufficient to be scheduled under the umbrella policy \$2,000,000 Annual Aggregate	\$1,000,000 Each Occurrence or limits sufficient to be scheduled under the umbrella policy \$2,000,000 Annual Aggregate	\$1,000,000 Each Occurrence or limits sufficient to be scheduled under the umbrella policy \$2,000,000 Annual Aggregate
<b>Business Automobile Liability</b>	\$1,000,000 Combined Single Limit	\$1,000,000 Combined Single Limit	\$1,000,000 Combined Single Limit	N/A
<b>Excess Liability Coverage (Umbrella)</b>	\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate	\$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate	\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate
<b>Professional Liability (if applicable)</b>	\$1,000,000 Each Claim \$1,000,000 Annual Aggregate	\$5,000,000 Each Claim \$5,000,000 Annual Aggregate	N/A N/A	N/A N/A
<b>Contractors Pollution Legal Liability (if applicable)</b>	\$1,000,000 Each Accident \$1,000,000 Annual Aggregate	\$1,000,000 Each Accident \$1,000,000 Annual Aggregate	N/A N/A	N/A N/A

- ☐ Buyer shall be named as an Additional Insured under all required policies, other than worker's compensation/employers liability and professional liability. If the supplier qualifies as a contractor, the general liability policy must be endorsed with ISO forms CG 20 10 07 04 and CG 20 37 07 04 or their equivalent.
- ☐ All insurance policies requiring additional insured status shall be primary and non-contributory in favor of Buyer.
- ☐ Any claims-made coverage must continue for a minimum of two years after the completion of the project.
- ☐ All insurance policies must be underwritten by a company with a minimum A.M. Best Rating of A- VII.
- ☐ Certificates evidencing the above coverages must be furnished to Buyer prior to the commencement of any work and on an annual basis thereafter.
- ☐ Waiver of subrogation in Buyer's favor under the worker's compensation policy if coverage is required above.