

EMHART TEKNOLOGIES INC.

SupplyNET Usage Agreement

This is a legal document. Read this Agreement carefully. On the earlier of your use of SupplyNET or clicking "I agree," you enter into this Agreement on behalf of your company and any parent, affiliate, subsidiary or other related entity (collectively "Affiliate") each of which shall be deemed to constitute a Member. You represent and warrant that you are authorized to execute this Agreement on behalf of your company and each Affiliate.

This Agreement describes the terms and conditions governing all use and access of SupplyNET and, unless otherwise agreed upon by you and Emhart, all transactions between you and Emhart whether or not communicated by or through SupplyNET. The term "Agreement" includes this SupplyNET Usage Agreement, Emhart's Conditions of Purchase, and all schedules, exhibits, attachments, policies, rules, regulations and riders established by Emhart as amended from time to time. The terms "Supplier", "Member," "you" and "your" as used in this Agreement include any person or entity that registers for or participates in SupplyNET ("Registration"), regardless of whether or not approved by Emhart. Any use of SupplyNET by you or your Authorized Users binds you and your company to this Agreement. If you or any of your Authorized Users (including any of your Authorized Users who are your Affiliates) are incorporated or have a principal place of business outside of the United States or are otherwise subject to Laws outside the U.S., in addition to this Agreement, your use of SupplyNET is subject to the International Rider, which is part of this Agreement ("International Rider"). In the event of conflict between this Agreement and the International Rider, the International Rider shall control. Amendments or modifications to this Agreement will be posted on SupplyNET and will become effective within 30 days of posting. You agree to periodically review SupplyNET for amendments. Any use of SupplyNET after the 30-day time period or any subsequent transaction of business with Emhart (whether or not through SupplyNET) shall constitute acceptance of the Agreement as amended. Capitalized terms shall have the meanings ascribed to them herein and in each Schedule.

1. ABOUT SUPPLYNET

Emhart Teknologies Inc. ("Emhart") provides a web-based service located on the Internet at <http://www.emhart.com>, www.emhartsupply.net and/or their successors (collectively, "SupplyNET") that allows approved Emhart suppliers to review product specifications, forecasts and projections for Emhart's goods and services, post or search inquiries, engage in negotiations and close transactions with Emhart. SupplyNET includes all software, network, servers, data, computers or other hardware used to operate and maintain SupplyNET ("SupplyNET Equipment").

2. ACCESS TO SUPPLYNET

2.1 LIMITED LICENSE

During the term of this Agreement, you and your Authorized Users shall have a limited, revocable, non-transferable license, subject to the terms and conditions set forth in this Agreement, to use SupplyNET through designated CPUs only, solely to conduct the supply transactions between you and Emhart. All rights not expressly granted by this limited license are reserved to Emhart. Only approved Emhart Suppliers and their Authorized Users are permitted to conduct transactions through SupplyNET. Emhart Suppliers and each of their Authorized Users must use only their real names on or through SupplyNET. Member and each of its Authorized Users may not use SupplyNET without first agreeing to be bound by this Agreement and having its Registration approved by Emhart. Notwithstanding the foregoing, if any person or entity conducts a transaction on SupplyNET without affirmatively accepting the terms and conditions of the Agreement, including without limitation, any applicable bid or offering rules or without having a Registration approved by Emhart, that person or entity shall nonetheless be bound by all the terms and conditions of this Agreement and any applicable rules.

2.2 MEMBER ADMINISTRATOR

You agree to designate a single Authorized User who shall be your agent in providing your Authorized Users with access to SupplyNET ("Administrator"). The Administrator shall be responsible for the relationship between SupplyNET and each of your Authorized Users. Only the Administrator may

contact Emhart to update Member and Authorized User profiles, approve new Authorized User accounts, close delinquent Authorized User accounts and/or update transactions of your Authorized Users.

2.3 SECURITY CERTIFICATES, PASSWORDS AND USER IDS

Emhart shall issue and provide to each Administrator all security certificates, passwords and user identifications (collectively "Passwords and User IDs") for distribution to Authorized Users. You shall keep full and accurate records of all issued, active and inactive Passwords and User IDs. The right to use Passwords or User IDs terminates immediately upon the earlier of termination of this Agreement or an Authorized User's employment authorization to access SupplyNET. Member is responsible for issuing, administering, updating and ensuring that proper security measures are in effect with respect to all Passwords and User IDs. Member is solely responsible for monitoring, supervising and terminating, when appropriate, its Authorized Users' access to SupplyNET. The use of Passwords and User IDs constitutes acts of Member and Emhart may rely upon the instructions, consent given and all action taken, without verifying the identity or authority of any person accessing SupplyNET by means of such Passwords and User IDs.

2.4 AUTHORIZED USERS

"Authorized Users" means individuals or entities who have been appointed by you to transact business through SupplyNET on your behalf; and have been assigned and issued unique Passwords and User IDs. Although each Authorized User is personally responsible for its use of SupplyNET, you are responsible for ensuring that each Authorized User is aware of and complies with this Agreement. You are responsible for the acts and omissions of your Administrator and all Authorized Users.

2.5 EQUIPMENT; AVAILABILITY

Certain hardware, software and telecommunications and other services and equipment (collectively "Member Equipment") are required to access and use SupplyNET. You are responsible for obtaining, implementing and operating all Member Equipment and bearing all related costs and expenses. SupplyNET strives for 7x24 availability; however, it does not guarantee the availability of SupplyNET or that access will be uninterrupted or error free. Emhart reserves the right to interrupt, limit, suspend or terminate SupplyNET from time-to-time for any purpose including without limitation, for maintenance and upgrades provided that when practicable Emhart, will use commercially reasonable efforts to notify Members in advance. Neither Emhart nor Emhart Representatives shall be responsible or liable for any damages arising from any interruption, limitation, suspension or termination of SupplyNET regardless of the cause.

3. LINKING AND FRAMING

SupplyNET Member Content and Enhanced Content (as defined elsewhere in this Agreement) may provide links or references to other sites and other sites may link to SupplyNET. Emhart does not endorse the individuals, companies, products or materials associated with websites that may be linked from or may link to SupplyNET from their sites. Emhart is not responsible for Member Content, Member Content as formatted for Enhanced Content and/or for any linked or referenced content and is not liable for any damages or injury arising from the linked or referenced content or websites. Member shall not: (a) provide or create a link to SupplyNET; (b) frame any SupplyNET content; or (c) include any links in Member Content to or from web pages or web sites outside SupplyNET.

4. PAYMENT

Payment with respect to any transactions made through SupplyNET shall be governed exclusively by Emhart's Conditions of Purchase, the latest version of which may be found at www.emhart.com. In the event Emhart elects, in its sole discretion, to charge fees for access to and/or use of SupplyNET, Member shall pay all fees including any transaction or subscription fees, if any, (collectively "Fees") in accordance with this Agreement and the applicable Fee Schedule. Member and Authorized Users shall not circumvent the payment of Fees, use any systems or techniques or engage in any activities or practices intended to or which in fact disrupt or otherwise interfere with Emhart's interest in any Fees. Unless otherwise stated, Fees will be due as provided elsewhere on SupplyNET or in the applicable invoice. Delinquent fees, may incur a late fee equal to the greater of 1.5% per month or the highest amount permitted by Law. Member is solely and exclusively responsible for all applicable value added,

use, sales, property, federal, state, local or other taxes, duties or assessments levied on SupplyNET services and/or transactions.

5. REPRESENTATIONS AND WARRANTIES

5.1 MEMBER'S REPRESENTATIONS AND WARRANTIES

Member, for itself and on behalf of each Authorized User, represents and warrants to Emhart as follows:

(a) Member and each Authorized User have read this Agreement and agree to be legally bound jointly and severally;

(b) Member and each Authorized User have the authority to enter into this Agreement for themselves and their Affiliates and their compliance with this Agreement will not violate any agreement to which they may be otherwise bound.

(c) Member agrees to transact business with Emhart electronically through SupplyNET.

(d) Neither Member nor any of its Authorized Users shall use SupplyNET in violation of any Laws or in furtherance of any anti-competitive or collusive purposes or activities;

(e) Neither Member nor any of its Authorized Users will permit others to modify or tamper with SupplyNET or functionality provided through SupplyNET, including without limitation, its software, "look and feel," content or data of Emhart or any other Member;

(f) Member Content and all material uploaded to SupplyNET by Member or any of its Authorized Users: (i) will not impose an unreasonable or disproportionate burden on SupplyNET Equipment; (ii) will not knowingly, after exercising commercially reasonable precautionary measures contain any viruses, malicious code, disabling devices, spiders, spy ware, bots of any nature, time bombs, Trojan horses, worms or other computer programming routines that may capture keystrokes, damage or interfere with SupplyNET; (iii) is true and accurate; (iv) contains no links or reference to third party websites to competitive or prohibited goods or services; (v) is not fraudulent and does not involve the sale of stolen items; (vi) does not infringe upon any third party's rights, including without limitation, copyright, patent, trademark, trade secret, rights of publicity or privacy or other proprietary rights; (vii) will not knowingly be a violation of any Laws; (viii) is not obscene, indecent or pornographic; and (ix) is not defamatory, trade libelous, threatening or harassing.

(g) Member and each of its Authorized Users will take reasonable precautions to preserve the confidentiality of Passwords and User IDs, the security of SupplyNET and the privacy of other Member Confidential Information;

(h) Member and each of its Authorized Users shall not breach or attempt to breach the security or privacy of SupplyNET or that of any other Member, Authorized User or third party that is hosting or interfacing with SupplyNET, or use or distribute software or other tools or devices designed to compromise the privacy or security of SupplyNET or its Members;

(i) Member and each of its Authorized Users shall not: (i) reproduce, copy, translate, modify, adapt, create derivative works from, distribute, transmit, transfer, republish, compile or decompile, reverse engineer, (unless required by mandatory law for interoperability purposes only and then only as a last resort if Member is unable to obtain the necessary information from Emhart within a reasonable time period after written request), display, remove or delete the Emhart Intellectual Property (as defined in this Agreement), or the content and information provided by Emhart, its third party licensors or other Members; (ii) allow unauthorized disclosure or copying of any part of SupplyNET or any SupplyNET content regardless of source; (iii) allow access to or use of SupplyNET or any component thereof by or for the benefit of anyone who is not an Authorized User, including without limitation, providing timeshare services, service bureau services, outsourcing or consulting services ; (iv) engage in spamming, phishing, mail bombing, spoofing or any other fraudulent, illegal or unauthorized

use of SupplyNET; (v) engage in any conduct that, in Emhart's sole discretion, restricts, inhibits or adversely impacts Emhart, Emhart Representatives, or other Members and/or Authorized Users from using SupplyNET; (vi) remove, obscure or alter any copyright, trademark or other proprietary rights notices affixed to or contained within SupplyNET; or (vii) engage in or allow activity Emhart deems to be inappropriate or otherwise inconsistent with of this Agreement.

(j) Neither Member nor its Authorized Users will, in connection with any use of SupplyNET, obtain or attempt to obtain, or exchange or attempt to exchange, confidential or proprietary information regarding any other Member or its Authorized Users other than in the context of a bona fide purchase or sales transaction with that other Member.

5.2 EMHART'S REPRESENTATIONS AND WARRANTIES

Emhart represents and warrants to Member that it will:

(a) not knowingly use, or permit or authorize any third party to use SupplyNET for any unlawful purpose;

(b) take commercially reasonable measures to preserve the security of SupplyNET, Passwords and User Ids and Member Confidential Information;

(c) take commercially reasonable measures to avoid the introduction to SupplyNET by Emhart of any viruses, time bombs, Trojan horses, worms or other computer programming routines that may damage or interfere with SupplyNET.

(d) take reasonable measures to post accurate information with respect to its product specifications, forecasts and projections.

6. SUPPLYNET AS A MARKETPLACE

In providing SupplyNET, Emhart is only providing electronic access to Emhart's supplier needs. The content published on SupplyNET may include technical inaccuracies or typographical errors. Changes may be made periodically and at any time to SupplyNET content. Emhart has no control over the quality, safety or legality of goods or services advertised, offered or sold by Members, the identity of any Emhart Suppliers or any Authorized User, the truth or accuracy of any information provided by Emhart Suppliers or any Authorized User (including the information related to a Member's or an Authorized User's perceived or actual identity), the ability of Emhart Suppliers or any Authorized User to perform as represented or complete any transaction. Each Member is solely and exclusively responsible for its Member Content. Emhart does not endorse any Member Content (including the underlying source of any Enhanced Content created on behalf of the Member). Emhart has no obligation to monitor Member Content or links to or from SupplyNET. Notwithstanding the above, Emhart, may take any action it deems necessary or appropriate to protect the integrity, purpose and intent of SupplyNET and protect Emhart, Emhart Representatives or other parties from liability or action which interferes with or impairs Emhart's relationship with any Member or other third party.

7. CONFIDENTIALITY OF INFORMATION; OWNERSHIP

The following constitutes the confidential and proprietary information of Emhart or Member, as applicable ("Confidential Information").

7.1 MEMBER CONFIDENTIAL INFORMATION

With respect to Member, Confidential Information shall include the following information that is treated and identified as confidential on disclosure by Member and marked "Confidential": (a) nonpublic product, pricing information and other materials whether in its original source form or as represented in Enhanced Content (but expressly excluding Emhart's ownership rights in Enhanced Content as set forth below) (collectively, "Member Content"); (b) information which Member or any of its Authorized Users provides to other Emhart Suppliers to facilitate SupplyNET transactions ("Member Transaction Information"); or (c) information about Member's business provided through the registration process ("Member Registration Information").

7.2 EMHART CONFIDENTIAL INFORMATION

With respect to Emhart, Emhart Representatives and Emhart's technology suppliers, Confidential Information shall include all information that is treated as confidential by Emhart, including without limitation; (d) SupplyNET Equipment; (e) Passwords and User IDs; (f) cookies; (g) business, technical, operational, information, new product information, projections, forecasting, training material and/or process flows, sales and marketing materials, and financial or other similar information ; (h) pricing information related to Emhart's goods and services; (i) Emhart Intellectual Property; (j) all content on SupplyNET other than Member Content and Member Content of another Member disclosed to you as a SupplyNET Member ; (k) all SupplyNET information and related data transactions other than Member Transaction Information; and/or (l) Aggregated Data. Confidential Information shall not include the fact that Member participates in SupplyNET and/or any information that: (m) is known to the party receiving such information at the time of disclosure; (n) is or becomes generally known to the public other than through a breach of this Agreement; (o) is independently developed by the party receiving such information without reliance on or use of such information; or (p) is rightfully provided to the party receiving such information by a third party not subject to an obligation of confidentiality.

7.3 MAINTENANCE AND DISCLOSURE OF CONFIDENTIAL INFORMATION; PRIVACY

Each party shall take commercially reasonable precautions to safeguard the confidentiality of the other party's Confidential Information and shall not disclose or use such Confidential Information except as may be permitted in this Agreement. Each party may disclose Confidential Information of another party to such of its employees, contractors and agents who have a need to know such information in connection with the conduct of business on SupplyNET provided that each such employee, contractor or agent has agreed to be bound by the confidentiality obligations contained in this Agreement. Emhart and Emhart Representatives may disclose Member Confidential Information to other Emhart Suppliers of SupplyNET who are designated by Member as recipients of Member Confidential Information. Each Member shall maintain the confidentiality of all other Member Confidential Information received and shall use such information solely for the purposes for which it was provided or if accidentally disclosed shall not use it but shall return it to such Member. The parties acknowledge that any unauthorized use or disclosure of Confidential Information of another party may cause irreparable damage to such party, its third party licensors, subcontractors and any other affected parties. If an unauthorized use or disclosure of Confidential Information occurs, the party making the unauthorized disclosure or use shall immediately notify the other party and any other affected parties and shall, at its own expense, take action to recover such Confidential Information and institute safeguards to prevent subsequent unauthorized use or disclosure. Member shall not act or fail to take any reasonable action in connection with its activities on SupplyNET which would constitute a breach of confidentiality or invasion of privacy of any other Member in any applicable jurisdiction.

7.4 OWNERSHIP/LICENSE/INTELLECTUAL PROPERTY RIGHTS

Emhart retains all of its ownership rights in and to SupplyNET, Emhart Confidential Information, Emhart Intellectual Property, Aggregated Data and the Enhanced Content (other than source information and material of the Member Content). With respect to Enhanced Content, unless otherwise agreed to by the parties in writing, neither Emhart nor Emhart Representatives shall be required to provide Member with a license to copy, use or otherwise reproduce the Enhanced Content. Member retains all of its ownership rights in and to Member Content and Member Confidential Information. Member grants Emhart a revocable, non-exclusive, worldwide and royalty-free license for Emhart and its affiliates, and their respective Emhart Suppliers, directors, officers, shareholders, employees, representatives, agents, attorneys, consultants, successors and assigns, and their respective third party contractors, licensors and suppliers (collectively, "Emhart Representatives") to: (a) adapt Member Content to the SupplyNET data format requirements ("Enhanced Content"); (b) display Member Content on or as a part of SupplyNET by means of any technology; (c) use Member Content to process Supplier transactions in connection with SupplyNET; (d) use Member Content in connection with performance of this Agreement; and (e) use, develop, analyze, exploit and extract information ("Aggregated Data") from Member Content, Member Transaction Information, Member Registration Information and other data collected, retained, stored or accumulated through Member's or its Authorized Users' use of SupplyNET, for internal and commercial purposes, including without limitation, for purposes of: (i) developing and making available to third parties (at no charge or for a fee) aggregated information regarding industry trends, purchasing patterns and retail intelligence and research; (ii) performing its duties and obligations under an agreement with

third party licensors or other Emhart Suppliers; (iii) internal record-keeping and internal reporting by Emhart or Emhart Representatives; (iv) measuring the performance of third party licensors and service providers; and (v) reporting performance and other statistical information concerning SupplyNET. Emhart shall not disclose Aggregated Data in a manner that reasonably permits such information to be identified with an individual Member or specific Member transaction.

Emhart's trade secrets, trade/service names, trade/service marks, copyrights, patents and inventions whether or not registered, any Aggregated Data, Enhanced Content, technology used to develop, operate and maintain SupplyNET, SupplyNET Equipment, and all data, software text, typefaces, graphics, logos, button icons, images, interfaces, audio clips, designs, illustrations, configurations, displays, screens, concepts, and other materials and information appearing on displayed in connection with embodied in or contained within or relating to SupplyNET (such as the selection and arrangement of materials therein and the look and feel" thereof) except for Member Content (collectively "Emhart Intellectual Property") are the exclusive property of Emhart or Emhart Representatives and are protected by applicable Laws. Member Confidential Information and all patents, inventions, trademarks, copyrights, trade names and other intellectual property related thereto (except for the Enhanced Content), are the exclusive property of Member and are protected by applicable Laws. Any use, modification or distribution not authorized by this Agreement of Emhart Intellectual Property on SupplyNET, in whole or in part, in all forms, media and technologies now existing or hereafter developed, is strictly prohibited. Nothing contained herein shall be construed as conferring to Member or its Authorized Users in any manner, whether by implication, estoppel or otherwise, any license, title or ownership of or to any Emhart Intellectual Property.

8. DISCLAIMERS AND LIMITATION OF LIABILITY

8.1 DISCLAIMERS. MEMBER'S USE OF EMHART DATA OR CONTENT OTHER THAN THAT PROVIDED ON THE MOST CURRENT VERSION OF SUPPLYNET IS AT MEMBER'S SOLE RISK. SUPPLYNET SERVICES, INCLUDING WITHOUT LIMITATION, USE OF PASSWORDS AND IDS, ALL CURRENCY CONVERSION, DATE AND TIME CONVERSION, LANGUAGE TRANSLATION SERVICES, SECURITY, PERFORMANCE, AVAILABILITY, MEMBER PARTICIPATION, ACCURACY OF MEMBER DATA, MEMBER CONTENT (INCLUDING ENHANCED CONTENT) MEMBER GOODS, SERVICES AND TRANSACTIONS, INCLUDING CONTENT CONTAINED ON THIRD PARTY SITES LINKED TO OR FROM SUPPLYNET, ARE PROVIDED "AS IS" AND "AS AVAILABLE". EMHART AND EMHART REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT THERETO AND EXPRESSLY DISCLAIM ALL LIABILITY FOR DIRECT AND INDIRECT DAMAGES, WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, INFORMATIONAL CONTENT (OTHER THAN POSTED EMHART SPECIFICATION DATA) AND ANY WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. EMHART AND EMHART REPRESENTATIVES ALSO EXPRESSLY DISCLAIM THE APPLICATION OF ANY PROVISIONS OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (ALSO COMMONLY REFERRED TO AS THE VIENNA CONVENTION) AND HEREBY OPTS OUT OF THE APPLICATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT ('UCITA'). MEMBER ACCEPTS FULL RESPONSIBILITY FOR ANY SUPPLYNET TRANSACTIONS MADE BY MEMBER OR ITS AUTHORIZED USERS. ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES AND ARE NOT PART OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. THE FOREGOING DISCLAIMERS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW.

8.2 LIMITATION OF LIABILITY. EMHART AND EMHART REPRESENTATIVES (INCLUDING WITHOUT LIMITATION, EMHART'S THIRD PARTY SUPPLIERS, LICENSORS OR CONTRACTORS) SHALL NOT BE LIABLE FOR ANY INDIRECT (INCLUDING WITHOUT LIMITATION AS AN INDEMNITOR OF MEMBER) INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, CORRUPT OR UNAVAILABLE DATA, LOSS OF DATA USE, LOST OPPORTUNITY, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS

OR COSTS OF PROCURING SUBSTITUTE GOODS) RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATING TO SUPPLYNET OR DISRUPTION THEREOF, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, AND REGARDLESS OF WHETHER OR NOT SUCH DAMAGES WERE FORESEEN, UNFORESEEN OR FORESEEABLE, EVEN IF EMHART OR EMHART REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, EMHART AND EMHART REPRESENTATIVES SHALL NOT BE LIABLE TO ANY NON-SUPPLYNET MEMBER OR AUTHORIZED USER FOR DIRECT OR INDIRECT DAMAGES RESULTING FROM, ARISING OUT OF OR IN ANY WAY RELATED TO SUPPLYNET OR DISRUPTION TO OR LOSS OF QUIET USE THEREOF. NOTWITHSTANDING THIS SECTION, EMHART'S AND EMHART REPRESENTATIVES' TOTAL AGGREGATE LIABILITY TO MEMBER AND ITS AUTHORIZED USERS, FOR CLAIMS RELATED TO THIS AGREEMENT OR SUBJECT MATTER THEREOF, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL NOT EXCEED FEES ACTUALLY PAID BY MEMBER IN ACCORDANCE WITH THE FEE SCHEDULE DURING THE THIRTY (30) DAYS PRECEDING THE DATE THE CLAIM FIRST AROSE. MEMBER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION ARE A CONDITION OF EMHART ENTERING INTO THIS AGREEMENT WITH MEMBER AND ARE REFLECTED IN THE FEES BEING CHARGED TO MEMBER FOR ACCESS TO AND THE USE OF SUPPLYNET. THE FOREGOING LIMITATION OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW

9. INDEMNIFICATION

Member shall and hereby does defend, indemnify and hold Emhart and Emhart Representatives harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any exchanges or third party licensors may impose) arising out of or in connection with: (a) any breach of this Agreement by Member and/or its Authorized Users; (b) any failure of Member and/or its Authorized Users to comply with the requirements of, or contractual obligations imposed by any third party; (c) any Member negligence, recklessness or willful misconduct; (d) any violation of, or non-compliance with, Laws; (e) any dispute, alleged or actual, between/among Member, another Member and/or a third party; or (f) any claim arising out of or with respect to your or another Member's Member Content, Member Transaction Information, Member Confidential Information (excluding a claim of Emhart's breach of the obligation to preserve the secrecy of Member Confidential Information). Member's obligations under this Section do not apply to the extent that claims are directly caused by the gross negligence of Emhart.

10. TERM AND TERMINATION

10.1 TERM

The term of this Agreement shall commence on the date accepted as provided in this Agreement by Member ("Effective Date") and shall continue until terminated in accordance with Section 10.2.

10.2 TERMINATION

Emhart shall have the right to terminate this Agreement or otherwise limit Member's access to SupplyNET at any time, with or without notice to Member and without incurring any liability or obligation in connection therewith. Member may terminate this Agreement at any time upon thirty (30) calendar days' written notice to Emhart. Upon termination at any time for convenience or upon any breach of this Agreement by Member or its Authorized Users, Emhart shall have no obligation to refund any Fees if any are paid by Member hereunder, any outstanding commitments by Member to pay subscription or similar fees hereunder shall become immediately due and payable and Member shall be responsible for the payment of such fees as well as any fees if any for transactions that were originated, negotiated, consummated or otherwise engaged in, in whole or in part, using SupplyNET prior to the effective date of termination; provided, that if the termination was by Member due to Emhart's default or by Emhart for its convenience, Emhart shall refund to Member any prepaid Fees paid by Member hereunder on a pro-rata or other equitable basis.

10.3 TERMINATION OF USE

Upon any termination of this Agreement, all rights to Member Content (except for Emhart's ownership rights in Enhanced Content and Emhart's rights to Aggregate Data) granted to Emhart hereunder shall terminate and Emhart shall discontinue any use of Member Content and Enhanced Content. Notwithstanding the foregoing, Emhart shall have the right to use or display the Member Content and Enhanced Content in connection with any incomplete transaction which can only be completed with such Member Content or Enhanced Content. Upon any termination of this Agreement, all rights granted to Member and its Authorized Users hereunder shall cease, and Member and its Authorized Users shall immediately discontinue use of SupplyNET and the Passwords and User IDs and Emhart and Emhart Representatives shall have the right to pursue any other remedies available to it at law or in equity.

10.4 SURVIVAL

Definitions wherever provided, the preamble, the terms of Sections 2, 4, 5.1, 7 through 26 and any other provisions or terms, that by their nature should survive, shall survive the expiration or termination of this Agreement.

11. EQUITABLE RELIEF

The parties acknowledge that any breach of their obligations under this Agreement may cause irreparable injury to the other party (or, with respect to Emhart, Emhart Representatives) for which such party may have inadequate remedies at law and, therefore, the parties (or, with respect to Emhart, Emhart Representatives) shall be entitled to equitable relief in addition to all other available remedies.

12. RELATIONSHIP BETWEEN EMHART AND EMHART SUPPLIERS

Neither party is the partner, joint venturer, or agent of the other by virtue of this Agreement.

13. ASSIGNMENT

Member shall not assign or otherwise transfer this Agreement, in whole or in part (including by operation of law), nor delegate or subcontract any of its rights or obligations hereunder, without Emhart's prior written consent. Emhart shall have the right to assign this Agreement and/or the operation of SupplyNET, in whole or in part, to a third party at any time upon notice to Member.

14. FORCE MAJEURE

Neither party shall have any liability to the other or to third parties for any failure or delay in performing any obligation under this Agreement, excluding payment obligations, due to circumstances beyond its reasonable control resulting from natural disaster, actions of the government, fires, floods, strikes, slowdowns or other labor disputes, civil disturbances or terrorism, power, communications, satellite, or network failures or interruptions or failures or interruptions of third party suppliers or licensors

15. STATUTE OF LIMITATIONS/LITIGATION FEES

Any claim by a Member arising out of or in connection with this Agreement shall be brought within one year of the date on which the claim first arose. In the event any legal action is taken by either party to enforce the terms of this Agreement, the non prevailing party shall pay all related court costs and expenses, including without limitation, the prevailing party's reasonable consultants' and attorneys' fees.

16. GOVERNING LAW; EXCLUSIVE JURISDICTION

This Agreement and all rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or SupplyNET shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, USA (excluding any conflict of laws provisions of the State of Delaware which would refer to and apply the substantive laws of another jurisdiction). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought in the U.S. courts, state and federal, located in or having jurisdiction over City of Wilmington, State of Delaware, USA. **THE PARTIES HEREBY CONSENT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF THE COURTS, STATE AND FEDERAL, LOCATED IN OR HAVING JURISDICTION OVER WILMINGTON, DELAWARE.**

17. COMPLIANCE WITH LAWS

Member and each of its Authorized Users is now and, during the term of this Agreement, shall continue to be in compliance with all applicable laws, statutes, rules, regulations and policies of all applicable countries and instrumentalities, political subdivisions thereof and the like, including without limitation, all nations, states, provinces and territories (collectively, the "Laws"), including without limitation, laws governing data protection, export control, antitrust and competition Laws, and all Laws relating to use of SupplyNET and the formation, consummation and enforceability of any transactions by and among Emhart Suppliers. Member and each of its Authorized Users shall not engage in, nor is Member or any of its Authorized Users currently engaged in, the operation of any unlawful transactions or business, and neither Member nor any of its Authorized Users shall use, nor shall Member or any of its Authorized Users knowingly permit or authorize any third party to use, SupplyNET for any unlawful purpose;

18. NOTICES

Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon personal delivery with confirmation of receipt; (b) upon confirmed delivery if sent via United States mail, registered or certified mail, return receipt requested, postage prepaid or (c) upon confirmed delivery if sent via recognized national courier. All notices shall be in English. Notices to Member shall be addressed to the address provided by the Administrator in the Registration Information. Notices to Emhart shall be addressed as follows or to such other address as may be specified in a notice:

Emhart Teknologies Inc.
234 Church Street, 15th Floor
New Haven, CT 06510 USA
Attention: Kevin Sullivan

with a copy to: The Black & Decker Corporation
701 East Joppa Road
Towson, Maryland 21286 USA
Attn: Edward Murphy, Esq.

19. ELECTRONIC ACCEPTANCE

In dealings between Emhart and Member, Emhart shall be entitled to rely upon any assent by a person using the Password and User ID assigned to Member's Administrator.

20. AUDIT RIGHTS

Emhart shall have the right, upon reasonable notice to Member during normal business hours, to periodically conduct an audit of Member's usage, subject to the confidentiality provisions of this Agreement, in order to verify Member's compliance with this Agreement.

21. RIGHT TO MARKET

Emhart may disclose that Member is approved to conduct or is conducting business through SupplyNET and may provide a brief description of Member's business and appropriate Member contact information to current and potential customers, other Members, Emhart Suppliers and/or in marketing and advertising material promoting Emhart and/or SupplyNET.

22. WAIVER

The parties expressly disclaim the right to enforce any rule of law that is contrary to the terms of this Agreement. The failure of either party to enforce, or the delay by either party in enforcing, any of its rights under this Agreement shall not be deemed to be a waiver or modification by either party of any of its rights under this Agreement.

23. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Agreement.

24. LANGUAGE

The parties hereby confirm their express wish that this Agreement and all documents relating thereto be drawn up in English only and only the English version of this Agreement is binding. In the event any non-English translation is provided of the Agreement or any component thereof, such translation shall be deemed provided for convenience purposes only, shall not be legally binding and the relationship between the parties shall be interpreted and enforced in accordance with the English language version of

this Agreement or any applicable component thereof. Orders, notices, and other correspondence between the parties shall be in the English language.

25. ENTIRE AGREEMENT

This Agreement as amended from time to time, together with the Registration Information, Emhart Conditions of Purchase, all Schedules including all International Riders, Antitrust Policy, Export Control Policy, Privacy Policy or other policies, exhibits, regulations and/or riders adopted by Emhart from time to time, applicable rules and the Fee Schedule, if any, each as may be modified from time to time, constitutes the complete and entire agreement between the parties and supersedes any prior or contemporaneous agreements or understandings between the parties with respect to its subject matter.

SCHEDULE I

EXPORT CONTROL POLICY

Member acknowledges that goods and services sold, licensed or otherwise transferred via SupplyNET are subject to export control laws, regulations and other directives of various countries ("**Export Control Laws**"). To the extent such Export Control Laws are applicable, Member represents and warrants that it and each of its Authorized Users will comply fully with all such applicable Export Control Laws, including any provisions relating to reporting or disclosure requirements.

For purposes of illustration, U.S. Export Control Laws and regulations apply (without limitation) to the export from the U.S. of munitions, dual use and other items (goods, services, software, technical data (blueprints, technical specifications), etc.), and also restrict exports (or reexports) to, and other transactions with, a number of countries and end users. Countries subject to a particularly high level of scrutiny currently include (without limitation) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Afghanistan and Syria, as do any terrorism sponsoring organizations or international narcotics traffickers; all country and entity lists are subject to change by the U.S. government. End user restrictions apply to individuals and entities identified by the U.S. government in the Federal Register from time-to-time. U.S. Export Control Laws are administered (without limitation) by the Departments of State, Commerce, Treasury, Energy, Transportation, and Interior, as well as the Food and Drug Administration, Federal Maritime Commission, and Nuclear Regulatory Commission.

Member and each of its Authorized Users shall not transfer, export or re-export goods or services licensed or sold via SupplyNET to customers or any intermediate entity in the chain of supply if Member or any of its Authorized Users knows, has reason to know, or is informed that such goods or services will be used for or in any prohibited end uses, including without limitation, the design, development, production, stockpiling or use of missiles, chemical or biological weapons or for nuclear end uses without obtaining prior authorization from the U.S. Government.

Without limiting its other obligations specified herein, Member shall implement procedures to ensure compliance with the Export Control Laws by its Authorized Users and shall audit the effectiveness of such procedures and make improvements to address any deficiencies.

Member acknowledges and agrees that: (a) Member is solely responsible for obtaining appropriate legal advice related to its compliance with the Export Control Laws and the applicability of the Export Control Laws to any particular transaction; (b) Emhart and Emhart Representatives have no responsibility or liability for the compliance of any transaction executed through SupplyNET; (c) Member's indemnification obligations under the Agreement are applicable if Member or its Authorized Users fail to comply with or violate any applicable Export Control Laws; (d) Emhart shall have the right to: (i) terminate or suspend any transaction or the access of Member and/or its Authorized Users without incurring any liability in the event Emhart believes a violation of this Export Control Policy will or has occurred; (ii) report any violation or suspected violation to governmental authorities to which notification is appropriate or may be required; or (iii) pursue any additional rights and remedies available at law or in equity. Emhart may amend the provisions of this Export Control Policy at any time and with or without notice. Capitalized terms herein shall have the meanings ascribed to them herein or in the Agreement.

SCHEDULE 2

ANTITRUST POLICY

SupplyNET shall not be used by any Member or its Authorized Users to further any anti-competitive or collusive conduct, or to engage in other activities that could violate any applicable Antitrust Laws or otherwise impair full and fair competition. All Emhart Suppliers and their Authorized Users must conduct their business activities in full compliance with all applicable Antitrust Laws. Member acknowledges that its participation in SupplyNET may be subject to antitrust and competition laws, regulations, rules and directives of various countries ("Antitrust Laws"). To the extent that such Antitrust Laws are applicable, Member represents and warrants that it will comply fully with all such applicable Antitrust Laws.

Member acknowledges and agrees that (a) it is solely responsible for obtaining appropriate legal counsel to ensure that its and its Authorized Users conduct and use of SupplyNET comply fully with all applicable Antitrust Laws; (b) Member shall implement internal security processes and procedures to govern its use of SupplyNET; (c) Emhart and Emhart Representatives have no responsibility or liability for Member's compliance with applicable Antitrust Laws; and (d) Member's indemnification obligations under the Agreement are applicable if Member or its Authorized Users fail to comply with or violate any applicable Antitrust Laws.

Member further agrees that neither it nor its Authorized Users will, in connection with any use of SupplyNET directly or indirectly reach or attempt to reach agreements or understandings with one or more of its competitors to (e) set or establish minimum or maximum prices or standardize the method by which prices are calculated; (f) allocate any market by geography, customer, product or any other means; (g) reduce output production, rates, product development or innovation in any market (h) engage in a group boycott of one or more customers suppliers or buyers for any reason; (i) further or attempt to further any anti-competitive conduct; (j) post or communicate: (i) unpublished prices or fees for any product or service, except to a Member to whom a proposed price or fee is being quoted in connection with negotiating or reaching a specific bona fide purchase or sale agreement; (ii) to a competitor with the intention of changing prices or fees in the future; (iii) to a competitor proposed future prices or fees; (iv) to a competitor terms of sale with specific customers; (v) intentions to bid or not to bid for a contract, provided that a Member's decision to respond or not respond to a request for quotes or invitation to bid shall not constitute a breach of this clause; or (vi) any codes or other devices that enable other Emhart Suppliers to calculate otherwise unpublished prices or fees, or that communicate intentions or proposals to change prices or fees..

Emhart may: (a) terminate or suspend any transaction or the access of Member and its Authorized Users without incurring any liability in the event that Emhart believes Member or its Authorized Users have violated or may violate this Antitrust Policy; (b) report any violation or suspected violation to governmental authorities to which notification is appropriate or may be required; or (c) pursue any additional rights and remedies available at law or equity. Emhart may amend this Antitrust Policy in its sole and absolute discretion at any time. Capitalized terms herein shall have the meanings ascribed to them herein or in the Agreement.

SCHEDULE 3

PRIVACY POLICY

This Privacy Policy sets forth the policy of Emhart Teknologies Inc. ("Emhart") with respect to information Emhart collects from SupplyNET's Members and Authorized Users (collectively "Users") as those terms may be defined in the SupplyNET Usage Agreement and its attachments (the "Agreement"). Capitalized terms used herein shall have the same meanings ascribed to them herein and in the Agreement.

1. COLLECTION AND USE OF INFORMATION

A. Registration Information.

In order to use SupplyNET, a User must first register and provide Member Registration Information. Emhart uses the Member Registration Information to approve initial participation in SupplyNET and communicate with Users. Emhart reserves the right to disclose User company names to other Users and to third parties to further the purpose and intent of SupplyNET, for promotional and other legitimate business purposes.

B. User Information.

Users communicate and exchange information with Emhart and other Users in connection with their business relationship with each other and with Emhart (collectively, "User Information"). User Information also includes Member Content and Member Transactional Information as defined in the Agreement. Except as provided herein and the Agreement, Emhart will not disclose User Information to third parties without the consent of the applicable User.

C. Tracking Information.

When a User accesses SupplyNET, SupplyNET captures records and retains general data about the User's usage of SupplyNET including, without limitation, the User's domain name, the web page(s) from which the User entered SupplyNET, the web page(s) which the User visited on SupplyNET, and the amount of time the User spent on each web page of SupplyNET (collectively, "Tracking Information"). Emhart uses Tracking Information for a variety of purposes, including determining the demographics of Users and developing statistics and general information about SupplyNET and the transactions occurring through SupplyNET. Except as provided herein and the Agreement, Emhart will not disclose Tracking Information in a manner that permits such information to be identified with an individual User or specific transaction.

D. Cookies.

A "cookie" is a small piece of information sent by a web server to be stored on a web browser so it can later be read back from that web browser. SupplyNET is organized and presented based on Emhart's analysis of its needs and the aggregate usage of the site. The information collected from cookies may be used to provide and improve the functionality of SupplyNET. Cookies are also useful in allowing more streamlined User login, tracking data and preserving information between sessions. Cookies may play an integral part in assuring that information provided to Users will be most relevant to their needs. Users should also be aware that if they do disable cookies, information entered not resulting in a transaction or completed form/registration may be lost at the end of each session.

E. Other Information.

Users may choose to send Emhart a question via e-mail, register for a special service or otherwise communicate with Emhart. Emhart uses such information to communicate with Users and to enhance SupplyNET to better meet the needs of Users. Except as provided herein and the Agreement, Emhart will not disclose such information in a manner that reasonably permits such information to be identified with an individual User or specific User transaction.

2. PERMISSIBLE USES OR DISCLOSURES

A. Aggregated Data.

Emhart may use, develop, analyze, exploit and extract information, in aggregated form only and in a form which does not specifically identify User or specific transactions of User on SupplyNET ("Aggregated Data") from User's Registration Information, User Information, Tracking Information and other data collected, retained, stored or accumulated through a User's use of SupplyNET, for internal and commercial purposes, including without limitation, for purposes of: (i) developing and making available to third parties aggregated information regarding trends, purchasing patterns, intelligence and research; (ii) performing its duties and obligations under an agreement with third party licensors or other users; (iii) internal record keeping and internal reporting by Emhart; (iv) measuring the performance of third party licensors and service providers; and (v) reporting performance and other statistical information concerning SupplyNET. Emhart will not report Aggregate Data in a manner that reasonably permits such information to be identified with an individual User or specific User transaction.

B. Disclosure

Emhart may disclose User's Registration Information, User Information or Tracking Information if Emhart is required to make such a disclosure under applicable laws. In addition, User acknowledges that Emhart reserves the right to disclose a User's Registration Information, User Information, Tracking Information and other data collected, retained, stored or accumulated through a User's use of SupplyNET to report a violation or suspected violation of applicable laws to governmental authorities to which notification is appropriate or may be required and otherwise to protect SupplyNET, Emhart, Emhart Representatives a Member and/or Authorized User.

3. OPT OUT

Participation in SupplyNET is voluntary. To opt-out of receiving communications from Emhart, Users should send a notice to Emhart at the address delineated for notices in the Agreement. Notwithstanding any such opt-out request, Emhart retains the right to retain information provided by and collected about Users on SupplyNET prior to receipt of the opt out request and disclose such information as set forth in this Privacy Policy and the Agreement. Requests to review, change or update information previously provided by Users to SupplyNET may be made by sending an e-mail to Emhart.

4. UPDATES TO THE PRIVACY POLICY

Updates to the Privacy Policy will be posted on SupplyNET.

INTERNATIONAL RIDER

Use of SupplyNET outside the United States of America and/or by Members who are not citizens of the United States of America may be subject to the terms and conditions of this International Rider. In such event, Member and Emhart intend and agree that the Agreement shall be governed, construed and enforced in accordance with Section 16 (Governing Law; Exclusive Jurisdiction) of the Agreement (hereinafter, the "Governing Law and Exclusive Jurisdiction Provision"). Nevertheless, in the event: (i) any court of competent jurisdiction other than the courts of the jurisdiction set forth in the Agreement is entitled to exercise jurisdiction over the interpretation or enforcement of the Agreement or the provision of the services of SupplyNET to a particular Member or group of Emhart Suppliers, or (ii) the law of any other jurisdiction ("Local Law") is held applicable to the interpretation or enforcement of the Agreement or the provision of the services of SupplyNET to a particular Member or group of Emhart Suppliers, then Member and Emhart intend and agree that the following shall apply, in the order specified:

(a) To the maximum extent permitted by Local Law, the parties intend that the Agreement shall be enforced in accordance with its terms, including without limitation, in accordance with Governing Law and Exclusive Jurisdiction Provision;

(b) Certain jurisdictions may prohibit, or may not enforce, an exclusion by a party from, or limitation by a party of, liability arising from the willful misconduct and/or gross negligence of such party, and to the extent the Agreement is subject to Local Law which prohibits such exclusions or limitations, any provision in the Agreement which excludes or limits liability in respect of willful misconduct and/or gross negligence shall be deemed amended, as narrowly and specifically as possible and only for the purpose of the agreement between Emhart and Member, to exclude any reference or application to willful misconduct and/or gross negligence;

(c) Certain jurisdictions may prohibit, or may not enforce, an exclusion by a party from, or limitation by a party of, liability relating to certain types of damages (such as personal injury or death), and to the extent the Agreement is subject to Local Law which prohibits such exclusions or limitations, any provision in the Agreement which excludes or limits liability in respect of such damages shall be deemed amended, as narrowly and specifically as possible and only for the purpose of the agreement between Emhart and Member, to exclude any reference or application to such damages;

(d) Certain jurisdictions may prohibit, or may not enforce, the disclaimer or exclusion of claims which a party may have against a third party ("Third Party Exclusion"), and to the extent any provision in the Agreement would be held unenforceable under Local Law which prohibits such exclusions or limitations, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of the Agreement between Emhart and Member, to exclude reference or application to any such Third Party Exclusion. In such event, Member agrees to enter into agreements with any third party licensors and service providers of Emhart to provide such licensors and service providers with comparable protection as would have been provided by the applicable provisions of the Agreement prior to any amendment of such provisions;

(e) Certain jurisdictions may prohibit, or may not enforce, the disclaimer or exclusion of certain types of damages or liability (collectively, an "Unlawful Exclusion"), and to the extent any provision in the Agreement would be held unenforceable under Local Law which prohibits such exclusions or limitations, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of the agreement between Emhart and Member, to exclude reference or application to any such Unlawful Exclusion;

(f) Certain jurisdictions may prohibit, or may not enforce, a limitation on a party's aggregate liability in respect of certain types of liability ("Unlawful Limitation"), and to the extent any provision in the Agreement would be held unenforceable under Local Law which prohibits such exclusions or limitations, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of the agreement between Emhart and Member, to exclude reference or application to any such Unlawful Limitation;

(g) Certain jurisdictions may prohibit, or may not enforce, a disclaimer or exclusion of certain warranties or conditions which may arise from Local Law or otherwise ("Unlawful Disclaimer"), and to the extent any provision in the Agreement would be held unenforceable under Local Law, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of the agreement between Emhart and Member, to exclude reference or application to any such Unlawful Disclaimer;

(h) Certain jurisdictions may prohibit, or may not enforce, an obligation by one party to indemnify another party for certain types of actions, failures, violations or other conduct of the indemnified party ("Unlawful Indemnification"), and to the extent any provision in the Agreement would be held unenforceable under Local Law which prohibits such indemnification, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of the agreement between Emhart and Member, to exclude reference or application to any such Unlawful Indemnification;

(i) Certain jurisdiction may prohibit, or may not enforce, a limitation of remedies to any exclusive remedy that may be specified in the Agreement and in such case, any such exclusive remedy specified in the Agreement shall be deemed inapplicable but the applicable party's liability shall nevertheless be subject to all other exclusions and limitations contained in the Agreement;

(j) Certain jurisdictions may impose an obligation on a party to comply with certain Local Law and to the extent any provision in the Agreement would be held unenforceable under Local Law for attempting to exclude the obligation to comply with such Local Law, such provision shall be deemed amended, as narrowly and specifically as possible and only for the purpose of the agreement between Emhart and Member, to remove the exclusion of the obligation to comply with such Local Law;

(k) Certain jurisdictions may impose an obligation on a party to pay in its currency ("Local Currency"). To the extent permitted by applicable law, any payment obligations under this Agreement will not be discharged or satisfied except to the extent payment results in the actual receipt by the pertinent party of the full amount of all fees payable. A party shall act in a commercially reasonable manner and in good faith when converting Local Currency into U.S. Dollars (and vice versa) but shall not be liable with respect to such conversion. If for any reason Local Currency falls short of the amount due under this Agreement, the pertinent party will, to the extent permitted by applicable law, immediately pay such additional amount in the Local Currency as may be necessary to compensate for the shortfall. If for any reason the amount in the Local Currency exceeds the amount payable in respect of this Agreement, the pertinent party will credit or refund promptly the amount of such excess. Should Emhart be the converting party, it shall be reimbursed for any premiums and costs of exchange payable in connection with the purchase of or conversion from Local Currency into U.S. Dollars.

(k) If any provision of the Agreement is held to be contrary to Local Law, such provision shall be modified as narrowly as necessary as to conform to Local Law.

Any amendment required to be made by the foregoing shall be made in a manner so as to best accomplish the objectives of the original provision to the fullest extent allowed by Local Law. The remaining provisions of the Agreement shall remain in full force and effect.