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## GENERAL POLYMERS THERMOPLASTIC MATERIALS TERMS AND CONDITIONS OF SALE

Sales under these terms and conditions (these "Terms") are by General Polymers Thermoplastic Materials, a Michigan, USA corporation, ("Seller") to the entity named as the buyer or purchaser ("Buyer") in the documentation to which these Terms are attached or with which they are associated and are conditional upon Buyer's agreement with these Terms and only these Terms. If these Terms are first tendered to Buyer before Buyer tenders a purchase order or similar document to Seller, these Terms are in lieu of any terms later submitted by Buyer and Seller rejects all additional or different terms and conditions of Buyer, whether confirmatory or otherwise. If Seller tenders these terms after the tender by Buyer of other terms, whether as part of a purchase order or otherwise, then Seller's acceptance of any offer by Buyer associated with Buyer's terms is expressly conditioned upon Buyer's acceptance of these Terms exclusively and to the exclusion of any proffered Buyer terms or conditions, regardless of whether these Terms contain any terms additional to, or different from, any terms proffered by Buyer. Buyer's performance, or acceptance of, or payment for, any products from Seller will constitute Buyer's acceptance of these Terms exclusively. These Terms, together with any associated description of the products and quantity and price terms that are the subject of the purchase and sale transaction under these Terms constitute a "Supply Agreement." Buyer represents and warrants that any products that it purchases from Seller are for business or commercial use only and not for domestic, personal, family, or household use.

1. Description of Products. Seller agrees to sell, and Buyer agrees to purchase, the products described as part of the Supply Agreement.

2. Prices; Quantities. The prices of the products and/or services supplied by Seller are as stated in the Supply Agreement. Prices may be adjusted to the prices in effect at the time of delivery, whether as a result of fluctuations in commodity prices or otherwise. Except as otherwise stated in a Supply Agreement, all pricing is EXW (Incoterms 2010) Seller's facility or such other location as Seller specifies in a Supply Agreement. Buyer acknowledges and agrees that the prices for certain products offered by Seller are based on Buyer purchasing a stated minimum order quantity and/or minimum shipment quantity of those products. Where Buyer orders a product that is subject to a minimum order quantity and the quantity ordered does not meet that minimum order quantity, Seller reserves the right to adjust the price or ship the minimum order quantity at Seller's discretion. Where a Supply Agreement states a quantity but does not state a period over which the quantity is to be ordered or delivered, the period over which the quantity is to be ordered or delivered will be a reasonable time under the circumstances. Where a Supply Agreement states a quantity over a specified period but does not identify specific quantities to be shipped within that period, the parties anticipate that Buyer will order, and Supplier will ship, the quantity evenly over the stated time. Seller will use commercially reasonable efforts to accommodate orders (a) in excess of the quantities specified and/or (b) for quantities greater than would be expected if the orders were evenly spread over the contemplated time period; but Seller makes no guaranty of shipment of such excess quantities and, further, reserves the right to allocate products to customers from which Seller has firm orders for specific quantities at specific times.

3. Taxes and Fees. All prices are exclusive of sales, use, excise, customs, export, import, commodity and/or any other taxes. Buyer will pay all such taxes and any license fees or other charges incidental to the sale of products. Buyer will, at Seller's request, provide to Seller reasonable proof of payment by Buyer of such taxes, fees, and assessments. If Seller is required to prepay any taxes on behalf of Buyer, Buyer will promptly reimburse Seller for all such taxes paid. If provision of the products and/or services requires any documentary letter of credit or similar document, instrument, or process, Buyer shall pay all fees and costs associated therewith.

4. Payment Terms. Unless provided otherwise in writing in a Supply Agreement, payment terms are net 30 days from date of shipment on approved credit by Seller. Buyer will pay any invoice issued by Seller without discount, setoff, or reduction. Seller may, at its sole discretion, require payment by bank transfer, cash, certified check, or letter of credit. All trading accounts are subject to prior approval of Seller's credit department in accordance with Seller's credit policies and practices in effect from time to time. Seller may revise the amount of credit or terms of payment at any time for any reason. If Buyer fails to make payment when due or defaults in any other way, Seller may, at its option, without limiting any of its other rights or remedies available under these Terms or applicable law, and until Buyer's account is current: (1) withdraw credit and suspend or cancel performance under any or all Supply Agreements; and/or (2) reschedule shipment. Seller may invoice separately for each shipment and, in any case, Buyer will pay for each shipment as invoiced without regard for other shipments.

5. Shipments. Seller will ship EXW (Incoterms 2010) Seller's facility or such other location as Seller specifies in a Supply Agreement. Seller may select the freight carrier, and Buyer accepts carrier selection by Seller unless Buyer timely specifies in writing an alternative carrier reasonably acceptable to Seller. Delivery of products to the carrier constitutes delivery to Buyer, title to products will pass to Buyer, and Buyer will have all risk of loss or damage at that time. Any claims against Seller for shortages or non-conformance that could, with due diligence, be discovered by inspection upon receipt must be made within 10 days after receipt. Seller will package the products in accordance with Seller's standard practice. Seller may make deliveries in installments with appropriate partial invoicing issued for each such installment. Seller may, but will not be required to, shorten lead times, and deliver products more quickly than originally estimated, in accordance with Buyer requests, but reserves the right to increase pricing accordingly, or impose break-in charges, for directly or indirectly affected products or shipments thereof. Each shipment of products to be delivered is a separate sale and Buyer will pay the price for each shipment without regard for any failure to deliver, or non-conformity of, any previous or subsequent shipment. Seller's breach or default in the delivery of any particular shipment will not permit Buyer the right to refuse to receive any other shipment. Time is not of the essence and Buyer is not entitled to reject an otherwise conforming tender made within a reasonable time. Any failure by Buyer to pay for any shipment within the time stated for payment is an anticipatory material breach with regard to other shipments. Once Seller commences production of products and/or provision of services and/or determines a shipping or delivery date with regard to the same, Seller will be entitled to provide, ship, and/or deliver such products and/or services and receive payment therefor and Buyer may not revise the timing for receipt of such products and/or services.

6. Security Interest. Buyer grants to Seller a security interest in the products supplied under any Supply Agreement and any proceeds thereof and accessions thereto as security for Buyer's obligations (payment and otherwise) to Seller. Seller may file any financing statement or similar document and/or take any other action permitted by applicable law to perfect and enforce such security interest and, if local law requires that a financing statement or similar document be signed or otherwise acknowledged by a debtor party, Buyer authorizes Seller to execute and deliver on Buyer's behalf any such document.

7. Termination; Default. (a) Termination for Default. Either party may, without prejudice to its other rights or remedies, terminate a Supply Agreement by notice to the other party if: (1) the other party files a petition in bankruptcy or assignment generally for the benefit of creditors or initiates, or has initiated against it, any similar proceeding under any law with respect to creditor's rights, adjustment of debts, or similar law, becomes insolvent, becomes, or admits that it is, unable to pay its debts generally as they become due, or has a third-party manager or receiver appointed over any of its assets or (2) the other party defaults under these Terms and does not remedy the default within 30 days (10 days in the case of payment defaults) following notice by the aggrieved party. (b) Adequate Assurance of Performance. In any circumstance where Seller has the right to demand adequate assurance of Buyer's performance (such as, but not limited to, under Section 2-609 of the Uniform Commercial Code, where applicable), Buyer will provide such assurance within a reasonable time not to exceed five days. (c) Other Termination by Seller. If Buyer fails to pay in accordance with these Terms or any Supply Agreement or fails to comply with any provision of these Terms or any Supply Agreement, Seller may terminate any Supply Agreement as to unshipped portions of the products and terminate any applicable raw materials orders placed with its suppliers, and Buyer will remain liable for

shipped products. If Seller elects to continue to make shipments after the Buyer has failed to make payment for the shipment in advance or fails to provide adequate assurances of performance, no action by Seller shall constitute a waiver of any default by the Buyer or in any way affect Seller's remedies for any such default.

8. Product Changes. Seller may, at any time and without notice to the Buyer, change the product(s) in any way that does not adversely affect the form, fit or function of the product(s) in any material respect. If Buyer at any time directs changes or causes Seller to make changes to the product(s), drawings, or specifications of the products(s), or otherwise wishes to change the scope of a Supply Agreement, including, but not limited to, such matters as inspection, testing, or quality control, Seller may terminate the Supply Agreement with respect to the items affected by such change(s) or reasonably change the time for performance and/or the price of product(s) to take into account the changes.

9. Technical Assistance. Except as provided for in a separate signed agreement or as expressly stated in a Supply Agreement, Seller will not be required to provide technical advice, facilities, or service in connection with any Supply Agreement or the products supplied.

10. Assignment. Seller may subcontract the performance of any obligation of Seller under any Supply Agreement, provided only that Seller remains primarily liable for the performance of the obligation. Buyer may not assign any right or obligation under any Supply Agreement. Seller may assign any right or obligation under any Supply Agreement and, provided only that Seller's assignee has assumed the obligation(s) of Seller, Seller will, upon such assignment, have no further liability as to the assigned obligations.

11. Warranty. (a) Products Generally. Seller warrants solely to Buyer that each product supplied under these Terms will, at the time of delivery, conform to Seller's written specifications during normal use and/or operation. Seller's sole and exclusive obligation, and Buyer's sole remedy for failure of any product to conform to the above warranty is, at the option of Seller, repair or replacement of the nonconforming product or a refund of the monies paid by Buyer for the non-conforming product. Buyer must notify Seller in writing promptly of any failure by a product to conform to the above warranty. Buyer will pay for shipping of any non-conforming product to Seller and Seller will pay for return shipping to Buyer. Liability under this warranty will be reduced to the extent that: (1) the product is not maintained according to Seller's specifications, (2) the product fails, malfunctions, or is damaged as a result of improper handling, improper storage conditions (including, but not limited to, where applicable, temperature and humidity), installation, maintenance, removal, modification or repair, (3) the non-conformity is caused by casualty, abuse, or improper use, (4) the product is altered other than by Seller or with Seller's express written approval, (5) the product is installed, used, or configured other than as contemplated by the parties under the applicable Supply Agreement or at or in a place other than that contemplated by the parties under the applicable Supply Agreement, (6) the product is used, operated, or connected with a third party good or service not expressly designated by Seller's documentation and specifications for the product, (7) any failure results from a design or specification supplied by Buyer.

12. Experimental or Pre-Commercial Products. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO ANY PRODUCT THAT IS DESIGNATED "EXPERIMENTAL," OR "PRE-COMMERCIAL".

13. Product Returns. Buyer may not return any product unless Seller approves in writing the return. Upon Seller's request, Buyer will provide to Seller samples of products alleged by Buyer to be eligible for return. All return documentation must contain Seller's Returned Materials Authorization ("RMA") number. Seller may refuse returned shipments not approved by Seller or not properly identified. The request for return approval must include serial number, part number, lot number, and date code (each as applicable), and full identification of products to be returned. Proper handling procedures must be used in the packing and shipping of all returns. Products must be returned in the same or equivalent container in which they were shipped with the RMA number clearly visible on the package. Buyer retains title and assumes all risk of loss relating to products returned for repair or replacement until Seller completes repair or identifies products as replacements.

14. Disclaimers and Limitation of Liability. EXCEPT AS EXPRESSLY DESCRIBED IN SECTION 11, ALL GOODS AND SERVICES DELIVERED UNDER ANY SUPPLY AGREEMENT ARE SUPPLIED "AS IS" AND WITH ALL FAULTS. SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY GOODS OR SERVICES, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THEIR QUALITY, PERFORMANCE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING IN ANY SUPPLY AGREEMENT OR OTHERWISE TO THE CONTRARY, SELLER WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFITS) ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY, BY THE USE OR SALE OF ANY GOOD OR SERVICE BY BUYER OR ANY CUSTOMER OR SUCCESSOR HOLDER (INCLUDING, BUT NOT LIMITED TO, ANY END USER) OF ANY GOOD OR SERVICE; BY THE PERFORMANCE OR FAILURE OF SELLER TO PERFORM UNDER THESE TERMS; BY ANY OTHER ACT OR OMISSION OF SELLER; OR BY ANY OTHER CAUSE. IN NO EVENT WILL SELLER'S TOTAL LIABILITY TO BUYER FOR ANY CLAIM EXCEED THE SUM PAID TO SELLER BY BUYER FOR THE GOODS OR SERVICES SUPPLIED UNDER THE SUPPLY AGREEMENT IN CONNECTION WITH WHICH THE CLAIM ARISES. NO ACTION MAY BE BROUGHT BY BUYER FOR ANY BREACH OF THESE TERMS MORE THAN ONE YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION.

15. Indemnification. (a) By Buyer. Buyer will defend, indemnify, and hold harmless Seller and its employees, officers, directors, agents, affiliates, successors and assigns from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, attorneys' fees) whatsoever that are incurred by or made against any indemnitee that arise out of or result from (i) the acts, omissions, negligence or misconduct of Buyer, (ii) any claim by any successor holder (including, but not limited to, any end user) of any of the products, or any other person or entity, related to the products sold by Seller, or the purchase, installation, or use of such products, or any undertakings, acts or omissions relating to such products, to the extent such claim is not based upon a breach of an express warranty of Seller, or (iii) any Buyer breach of any obligation in Section 18. (b) By Seller. Seller will defend, indemnify, and hold harmless Buyer and its employees, officers, directors, agents, affiliates, successors and assigns from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, attorneys' fees) whatsoever that are incurred by or made against any indemnitee that allege that the products, or their use by an indemnitee as contemplated by a Supply Agreement or the applicable documentation, infringe upon a copyright or patent of a third party. Seller's obligations under this Section 14(b) will not apply to any goods or services (a) not supplied by Seller, (b) used in a manner not expressly authorized by a Supply Agreement or the applicable documentation, (c) to the extent made or modified in accordance with Buyer's specifications, (d) to the extent that the alleged infringement or misappropriation results from any customizations, modifications, alterations or changes not developed by Seller, (e) combined with other goods, services, processes, or materials where the alleged infringement would not exist but for such combination, (f) that is not the most current update, version, or release if infringement would have been avoided by use of the most current update, version, or release and Seller makes the same available to Buyer, (g) where Buyer continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement, or (h) to the extent that the rights of any third party asserted with regard to goods or services arise out of, or are connected with, claims (whether based in patent law or otherwise) to inventions, technologies, or methods that were in widespread unlicensed use by third parties as of the time the good or service was delivered to, or used by, Buyer or any affiliate of Buyer. Buyer will promptly give to Seller notice of, and all pertinent information related to, any claim, suit, or cause of action that might or does lead to an indemnification obligation and will, at Seller's request, grant to Seller exclusive control of the defense and/or settlement of any such claim, suit, or cause of action, subject only to Buyer's consent (not to be unreasonably withheld,

delayed, or conditioned) with respect to any settlement that purports to bind a Buyer indemnitee where the settlement involves injunction or any admission of fault or liability by the Buyer Indemnitee.

16. **Fail-Safe or Critical Operations.** Seller's products are not designed, intended, authorized, or warranted to be suitable for use or resale as control equipment in, or for other applications related to, hazardous or critical environments requiring failsafe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, weapons systems, or other application in which the failure of a product could lead to death, personal injury, or severe physical or environmental damage. Buyer will not use or permit to be used the purchased products for such fail-safe or critical applications, and further agrees to indemnify Seller and its employees, officers, directors, agents, affiliates, successors and assigns against all actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of any breach of Buyer's obligations in this Section 15.

17. **Confidentiality.** Buyer will, notwithstanding that any Supply Agreement may have terminated, keep in confidence, and prevent the disclosure to any person all information and data disclosed to it by Seller that is marked confidential or by its nature ought to be considered confidential, including, but not limited to, quotes, business plans, technological techniques, prints, inventions, and research and development. Notwithstanding the foregoing, Buyer will not be liable for disclosure of any confidential information if the same: (i) is or becomes readily ascertainable by the public by proper means without breach by Buyer of any obligation to Seller of confidentiality; (ii) is disclosed with the prior written approval of Seller; or (iii) becomes known to Buyer from a source other than Seller without breach of these Terms by Buyer or breach by the source of any obligation of confidentiality. Seller will have no obligation of confidentiality or non-use with respect to information that Seller receives from buyer unless such obligations are established in a separate written confidentiality agreement signed by Seller.

18. **Intellectual Property.** Except as expressly and particularly set forth in a separate written agreement signed by Seller, Buyer will obtain no right whatsoever in any copyright, patent, trademark, trade secret, mask work, or other intellectual property right of Seller or that Seller creates, originates, discovers, or reduces to practice, or in which Seller acquires author or other rights, whether in consequence of these Terms, any Supply Agreement, any transaction or dealing between Seller and Buyer, or otherwise. Seller reserves all such rights to itself. The parties acknowledge that, absent a specific and separate written and signed agreement between the parties expressly granting rights to Buyer, no Supply Agreement is intended to require that Seller perform any development work for Buyer or create for Buyer any work of authorship, invention, or other matter in which proprietary rights exist.

19. **Export Controls.** Unless an appropriate license, exemption or similar authorization has been duly obtained, Buyer shall not, nor shall Buyer authorize or permit its employees, agents, successors or assigns to, export or re-export any products to any country identified as a prohibited destination by any applicable laws or regulations. Furthermore, Buyer hereby agrees to undertake and perform all "denied party screening" or similar obligations imposed by or arising under applicable laws or regulations. Buyer agrees and acknowledges that, to the extent applicable, these commodities and/or technology will be/were exported from the United States or other country of origin solely in accordance with the United States Export Administration Regulations or other export regulations applicable in the jurisdiction of origin. Any diversion contrary to U.S. or other applicable law is prohibited.

20. **End-of-Life Disposition.** Buyer will, or will require Buyer's successor owner of the product(s) to, at Buyer's or the successor's own expense, properly dispose of the products according to any applicable law.

21. **Governing Law; Jurisdiction; Venue; Severability.** These Terms and all Supply Agreements will be governed by and construed in accordance with the law of the State of Michigan without regard for their conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Supply Agreement. Any action or claim arising out of or related to these Terms or any Supply Agreement may be brought only in the courts of the State of Michigan sitting in Livingston County, Michigan or the United States District Court for the Eastern District of Michigan and Seller and Buyer each irrevocably consent to the jurisdiction of, and venue in, such courts. If any provision of any Supply Agreement is illegal or unenforceable, such provision will be reformed to, insofar as is possible, permit it to conform with applicable law and, in any case, the remaining provisions will continue in full force and effect.

22. **Use of Products.** Buyer shall use, and require its employees, contractors, and agents to use, all available safety precautions, in addition to any specifically set forth in any manuals, material safety data sheets, technical data sheets, instruction sheets, if any, furnished by Seller (or available from raw material suppliers) relating to Seller's products. If Buyer does not receive any required material safety data sheets for any product from Seller, Buyer will request them from Seller. If Buyer fails to strictly observe each and every one of the obligations set forth in this Section 21 or if Buyer's use of any of Seller's products is in violation of any standard or rule of the American National Standards Institute or Occupational Health and Safety Act, or other applicable workplace law, regulation, or standard, Buyer will indemnify, defend, and hold harmless Seller and Seller and its employees, officers, directors, agents, affiliates, successors and assigns from and against any and all claims, demands, damages, actions, and causes of action, as well as any and all liability, loss, or expense of any kind, including reasonable attorneys' fees arising from, connected with or in any way pertaining to any such failure by Buyer.

23. **Notification.** Buyer shall notify Seller promptly, and in any event within 30 days, after any accident or failure involving Seller's products that results in personal injury or damage to property and shall cooperate fully with Seller in investigating and determining causes of such accident or failure.

24. **Attorneys' Fees and Costs.** Buyer will pay Seller's reasonable attorneys' fees and other costs and expenses for any legal or equitable action undertaken by Seller to enforce these Terms or the provisions of any Supply Agreement.

25. **Errors.** Any and all typographical or clerical errors made by Seller in these Terms, in Seller's quotations or communications, or any Supply Agreement are subject to correction by Seller.

26. **Force Majeure.** Seller will not be liable for failure to deliver, or for delay in delivery of, the products to the extent arising out of or related to causes beyond its reasonable control, including, without limitation, acts of God or of the public enemy, acts of any governmental authority, fires, floods, other casualties, severe weather, epidemics, quarantine restrictions, strikes, labor disputes or shortages of labor, embargoes, wars, riots, civil commotion, shortage of rail cars or semi-tractors and trailers, delays in transit, unavailability of transportation services, or inability to secure necessary materials (whether at all or at commercially reasonable prices). In no event will Seller be liable for any loss or damage, including in particular, direct, incidental, indirect, special, punitive or consequential damages (including loss of profits) due to any failure to deliver or delay in delivery. If Seller is wholly or partially unable to perform because of any cause beyond its reasonable control, Seller may allocate production and deliveries among Seller's customers or may terminate the Supply Agreement without any further liability to Buyer.

27. **Remedies Cumulative.** All rights and remedies of Seller under these Terms and any Supply Agreement are cumulative. No pursuit or receipt by Seller of any particular remedy will constitute an exclusive election of remedies and Seller will have the benefit of all remedies available at law, in equity, or otherwise.

28. Cross-Default. Any default by Buyer under any other agreement to which Seller or any Seller affiliate is a party will be a default by Buyer under these Terms and of each Supply Agreement. Such other agreements may, where applicable, be (but are not limited to), distributor or similar agreements.

29. Third Parties. Except for the indemnitees under the indemnification obligations contained in these Terms (each of whom is an express third-party beneficiary of such indemnification obligations), there are no third-party beneficiaries of any right or obligation under these Terms or any Supply Agreement.

30. Third-Party Terms. Under no circumstances will Seller be obliged or liable to Buyer or to any third party with respect to any representation, warranty, covenant, duty, or liability to any third party, whether as part of a "directed sourcing" arrangement or otherwise. Without limiting the foregoing, Seller expressly disclaims and rejects any obligation of any kind to comply with any terms or conditions of Buyer's direct or indirect customer(s), regardless of any obligation to such persons taken on by, and/or imposed upon, Buyer and regardless of whether Seller is aware of any such requirement upon Buyer. Seller will be liable to any third party, if at all, solely according to such separately negotiated, written, and signed agreement, if any, as Seller actually negotiates and executes with such third party.

31. Entire Agreement. Generally. These Terms, together with any specific terms contained in any Supply Agreement, any separate written and signed distributor agreement, and any separate written confidentiality agreement (collectively, the "Agreement") represent the entire agreement between the parties with respect to the subject matter of this Agreement. All prior or contemporaneous agreements, representations, statements, negotiations, and undertakings between the parties, whether written or oral, with respect to the subject matter of this Agreement are superseded by this Agreement. Purchase Orders and Other Ancillary Documents. No provision of any purchase order, order acknowledgement, or other transactional document exchanged by the parties that is inconsistent with this Agreement will have any effect. Each party may freely accept, acknowledge, process, deliver upon, or otherwise deal with such documents, but the effect of doing so will be solely for administrative convenience without substantive effect. Amendment. This Agreement may be amended solely by a writing signed by the party against which enforcement is sought.

## GENERAL POLYMERS THERMOPLASTIC MATERIALS TERMS AND CONDITIONS OF PURCHASE

- 1. Offer and Acceptance.** Each purchase order that General Polymers Thermoplastic Materials or its affiliate (in either case, "Buyer") issues (each a "Purchase Order"), together with these Terms and Conditions of Purchase, is Buyer's offer to purchase the goods ("Goods") and services ("Services") identified in that Purchase Order. Each Purchase Order, together with these Terms and Conditions of Purchase (these "Terms"), and any other documents specifically incorporated into the Purchase Order by Buyer or separately agreed to in writing, such as specifications, drawings, requirements of Buyer's customer, or quality requirements, are, collectively, a "Supply Agreement." All sales by Seller to Buyer are conditional on Seller's assent to the terms of the Supply Agreement exclusively and without regard for any Seller-proffered terms or conditions. If these Terms are first tendered to Seller before Seller tenders Seller's terms and conditions to Buyer, these Terms are in lieu of any terms and conditions later submitted by Seller and Buyer rejects all additional or different terms and conditions of Seller, whether confirmatory or otherwise. If Buyer tenders these Terms after the tender by Seller of other terms and conditions, whether as part of a Seller-generated purchase order or otherwise, then Buyer's acceptance of any offer by Seller associated with Seller's terms and conditions is expressly conditioned upon Seller's acceptance of the Supply Agreement, including these Terms, exclusively and to the exclusion of any proffered Seller terms or conditions, regardless of whether these Terms contain any terms additional to, or different from, any terms proffered by Seller. Seller's confirmation or acknowledgement of a Purchase Order, these Terms, or a Supply Agreement, Seller's commencement of performance, or Seller's tendering of Goods or Services ordered will constitute Seller's acceptance of these Terms, and of the Supply Agreement, exclusively.
- 2. Invoices.** Seller must submit invoices plainly marked with Buyer's purchase order number. Except as otherwise expressly stated in a Purchase Order, Buyer will pay all undisputed amounts under Seller's properly issued invoices within 60 days after receipt of the Goods and/or Services to which the invoice applies.
- 3. Pricing.** The prices contained in each Purchase Order are firm prices that are not subject to change, regardless of materials prices, the prices of labor, or any other causes. For the avoidance of doubt, under no circumstances will UCC Sec. 2-615 or any other similar rule of law be construed to permit any change in pricing. Pricing includes all packing costs. Seller represents and warrants to Buyer that the prices and terms stated in any Supply Agreement are at least as favorable to Buyer as any prices and/or terms that Buyer offers or provides to any other customer of Buyer for each good and service that is similar to the Goods and Services. If and when Seller offers or provides to any third-party prices and/or terms that are more favorable than the prices and/or terms with respect to a Good or Service under any Supply Agreement, Seller will immediately notify Buyer of such more favorable price(s) and/or term(s) and give to Buyer the more favorable price(s) and/or term(s).
- 4. Taxes.** Buyer will not be liable to Seller for, and Seller may not collect from Buyer, any taxes associated with the provision or receipt of the Goods and/or Services other than taxes imposed by a governmental unit that expressly requires Seller to collect such taxes from Buyer. Whenever federal, state, or local taxes are charged or collected, Buyer must list taxes separately on each invoice.
- 5. Shipping Terms.** Unless otherwise expressly stated in a Purchase Order, all prices are F.O.B. (UCC Code Sec. 2-319) Washington, NJ for orders shipped within the United States and DDP (Incoterms 2010) Buyer's plant for orders shipped internationally.
- 6. Packing; Containers.** Seller will plainly mark all containers, crates, boxes, and packages with Buyer's order number and include packing lists with all shipments. The packing list for the last shipment for a particular order must conspicuously bear the notation "Order Completed" or another notation to that effect. Failure to properly mark purchased Goods will delay payment until Buyer receives proper documentation.
- 7. Deliveries.** Time is of the essence in all of Seller's performances under any Supply Agreement. If Seller fails to timely deliver any goods or services provided for in a Supply Agreement, Buyer may, among its other remedies, (1) require that Seller ship by express or other more rapid means of delivery, any additional expense to be paid by Seller, or (2) cancel all or any part of the applicable Supply Agreement. If, by reason of Seller's failure to make deliveries as or when specified, Buyer finds it necessary to use other articles of material in place of those covered by a Supply Agreement, Seller will pay Buyer whatever expense, loss, or damage Buyer sustains by reason thereof. Seller will promptly give notice to Buyer of any fact or circumstance of which Seller is aware or of which Seller could, with reasonable diligence, be aware, that could reasonably be expected to delay any delivery of Goods or Services under any Supply Agreement. Seller may not ship excess quantities unless expressly authorized by Buyer in a signed writing. If Seller ships unauthorized excess quantities, Buyer may ship the same back to Seller FOB Buyer's location of, if Buyer retains the unauthorized excess quantities, Seller will reimburse Buyer for the reasonable costs of storing any unauthorized excess quantities delivered and, in any case, risk of loss to the Goods will remain with Seller. Buyer need not perform incoming inspections of any Goods or Services and Seller waives any right to require Buyer to conduct any such inspections.
- 8. Quality Programs.** Seller will participate in Buyer's supplier quality and development program(s), if any, and comply with all quality requirements and procedures that Buyer specifies from time to time.
- 9. Inspection; Acceptance.** All Goods and Services, and the facilities at which Seller manufactures, processes, or provides the same, are subject to inspection and/or test at any reasonable time or place, and in any quantity by Buyer or Buyer's direct or indirect customer(s). If any such inspection and/or test is made on Seller's premises or the premises of Seller's subcontractor(s), Seller will furnish, without additional charge, all reasonable facilities and assistance required by the inspectors. Such inspections and/or tests shall not relieve Seller of the obligation to make full and adequate inspections and tests. Receipt of, and/or payment for, Goods and Services will not itself constitute acceptance by Buyer of any Goods or Services. If a Good or Service is defective, the Buyer or its customers may reject such Goods and/or Services or require their replacement or correction. Buyer may return all rejected Goods or Services at Seller's invoice price plus all transportation charges and handling expenses. Buyer may, or may cause a third party to, rework, repair, or correct, any Goods or Services that fail to conform to the warranties contained in these Terms and Seller shall bear all costs thereof. Buyer may reject all Goods and Services if any of the Goods or Services do not conform to the warranties contained in these Terms and Buyer will have no obligation to reject only commercial units of the Goods or Services.
- 10. Warranties.** Seller represents and warrants to Buyer and to each of Buyer's direct and indirect customers and users (a) that the Goods and Services will conform strictly to the specifications, drawings, samples or descriptions furnished to or by Buyer; (b) that the Goods and Services and new and of good quality and workmanship; (c) that the Goods and Services will be free of defects in design (unless, and then only to the extent that, Buyer provided the design), materials, or manufacture; (d) that the Goods and Services will be merchantable; (e) that the Goods and Services will be fit for the particular purposes intended by Buyer and/or Buyer's direct and indirect customers; (f) that the Goods and Services will comply with all applicable environmental, occupational, safety, health and other laws, rules, and regulations applicable to the design, function, or use of the Goods and/or Services in any jurisdiction of which Buyer informs Seller; (g) any Goods that are reasonably likely to go to an end user's hands in substantially the same form as when delivered to Buyer will have attached all warning labels, tags, or other notices necessary to avoid a failure-to-warn claim of product liability with respect to the Goods; and (h) neither the Goods nor the Services, nor their possession or use by any Buyer Indemnitee (defined below) as contemplated by a Supply Agreement or as implied by the nature or character of the Goods and Services, will infringe upon, violate, or misappropriate any intellectual property, contract, or other right of a third party. Seller shall immediately notify Buyer of any errors in specifications or drawings provided by Buyer to the extent that Seller is aware of same or

that a reasonably skilled manufacturer, provider, or merchant of goods and services of the kind should have discovered. Seller further warrants that it has merchantable title to all Goods and that Seller will deliver all Goods free and clear of liens and encumbrances.

11. Hazardous Materials. If any Goods are, or contain, materials that are identified by any workplace health or safety or environmental law as hazardous, Seller will prominently label the Goods as such and will provide to Buyer, before delivery or concurrently with delivery, all Material Safety Data Sheets and any other information necessary to handle and store the Goods safely.

12. Indemnification. Seller will indemnify, defend, and hold harmless Buyer and Buyer's equity holders, directors, managers, officers, employees, agents, and direct and indirect customers (each a "Buyer Indemnitee") against any third-party claim or demand for injury or death of persons, property damage, economic loss, and any other damages, losses, costs, and expenses (including reasonable legal fees), regardless of whether the claim or demand arises under tort, contract, strict liability, or other theory, to the extent caused or alleged to have been caused by Seller's defective design, manufacture, or provision of Goods or Services, Seller's willful or negligent acts or omissions in its performance under a Supply Agreement, or any other fact that, if true, would be, or be evidence of, a breach by Seller of any warranty under a Supply Agreement.

13. Insurance. Seller will procure and maintain insurance reasonably satisfactory to Buyer covering Seller's liability for the items for which Section 12 requires Seller to indemnify the Buyer Indemnitees. Seller further agrees to furnish an insurance carrier's certificate showing that Seller has adequate insurance coverage in the following minimum amounts. Workers' compensation - statutory requirements for state or states in which work is to be performed; employer's liability - \$1,000,000.00; general liability - bodily injury \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate; automobile liability - bodily injury \$250,000.00/500,000.00 and property damage \$1,000,000.00. Said certificate must set forth the amount of coverage, number of policy and date of expiration. Seller will cause Buyer to be named additional insured on each such policy insurance and will cause the insurer(s) to give to Buyer at least 30 days' notice of any expiration, termination, or reduction of such insurance. For the avoidance of doubt, nothing in this Section 13 will reduce Seller's obligations under Section 12 or require that Buyer limit its recovery to the benefit of, or proceeds of, any insurance.

14. Intellectual Property Rights. (a) Buyer's Intellectual Property. Buyer does not by these Terms or any Supply Agreement transfer to Seller any right in any idea, invention, improvement, new and useful process, machine, manufacture, or composition of matter, new and useful improvement thereof, novel ornamental design of a functional item work of authorship, patent, trade secret, trademark, service mark, copyright, mask work, or other intellectual property right ("Intellectual Property Right") of Buyer in information, documents, or property that Buyer makes available to Seller under a Supply Agreement or otherwise, other than the right to use Buyer's Intellectual Property Rights to produce and supply Goods and Services solely to Buyer. (b) Intellectual Property Rights Generated in Performance of Supply Agreement. If Seller, in the course of performance under a Supply Agreement, creates, discovers, invents, generates, or reduces to practice anything in which Intellectual Property Rights arise or exist, Seller will immediately (i) give notice to Buyer of the creation, discovery, invention, or work of authorship and the Intellectual Property Rights therein, (ii) assign to Buyer all such Intellectual Property Rights, and (iii) cooperate with Buyer (including, but not limited to, by making available Seller personnel to assist in prosecution of such rights), at Buyer's expense for reasonable out-of-pocket costs, in prosecuting, securing, registering, and perfecting such rights in Buyer. (c) Infringement. Seller will indemnify, defend, and hold harmless each Buyer Indemnitee from and against all claims, suits, actions, liabilities, losses, damages, penalties, interest, costs, and expenses, including reasonable legal fees, arising out of, or relating to, any actual or alleged infringement by the Goods or the Services (or the possession or use thereof by any direct or indirect customer of Buyer) of a third-party Intellectual Property Right, contract right, or other right.

15. Compliance with Law. In the performance of all Supply Agreements, Seller will comply with all federal, state, and local laws, ordinances, rules, orders, regulations, or requisitions that are applicable to each Supply Agreement and/or to Seller. Seller will, upon Buyer's request, furnish to Buyer such certificates of compliance with the same, including, but not limited to, Customer environmental requirements, and in such form, as Buyer from time to time requires.

16. Activities at Buyer's Facilities. Seller will cause each agent of Seller to enter any facility of Buyer to comply with all workplace rules and security requirements of Buyer.

17. Changes. Buyer reserves the right at any time to make changes in drawings and specifications as to any Goods or Services. If any actual difference in cost to Seller results, the applicable price(s) shall be equitably adjusted, provided that Seller makes a written claim for adjustment within 10 days after first receiving the proposed changes. Each Supply Agreement is also subject to change, modification, suspension, or cancellation by Buyer in the event of fire, accidents, strikes, government acts, acts of God, curtailments, or reductions in orders by Buyer's customers, or any other conditions or events beyond Buyer's commercially reasonable control.

18. Term and Termination. (a) Generally. Each Supply Agreement will remain in effect for the term specified in the Supply Agreement (which term may be specified as a platform life, product life, quantity, or by other means) unless earlier terminated by Buyer by reasonable (but not less than 30 days') notice to Seller. Upon termination of a Supply Agreement, Seller will assist Buyer in locating an alternative source for the Goods and Services and in moving production to the alternate source selected by Buyer. (b) Termination for Seller's Default. (i) Buyer may forthwith cancel and terminate, in whole or in part, any Supply Agreement in the event that: (A) Seller becomes unable to pay its debts as they become due; (B) A receiver or similar custodian or agent is appointed for Seller or any material part of Seller's business; (C) Seller makes an assignment generally for the benefit of creditors; (D) Seller becomes entitled to demand adequate assurance of performance under UCC Sec. 2-609 and Buyer fails to deliver to Buyer adequate assurance of performance by the earlier of the fifth day after such demand or, if shorter considering the circumstances, a reasonable time after demand; or (E) Seller materially defaults under any of its obligations under any Supply Agreement (whether the Supply Agreement that is the subject of termination or any other Supply Agreement) or any other agreement between Buyer and Seller and fails to cure such default within 10 days after receipt of notice of such default. (ii) In the event of termination of a Supply Agreement or part thereof by Buyer for Seller's default, Buyer may, in addition to termination, have any and all other remedies available at law or in equity.

19. Buyer Property; Bailment. All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, other property purchased by Buyer from Seller, furnished by Buyer to Seller, paid for by Buyer, or for which Buyer reimburses Seller ("Buyer Property") shall at all times be and remain the property of Buyer. BUYER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER WITH RESPECT TO BUYER'S PROPERTY AND PROVIDES BUYER'S PROPERTY "AS IS AND WHERE IS." Seller will not permit any third-party encumbrance or claim of any kind to attach to any Buyer Property. Seller will appropriately segregate Buyer Property and prominently mark and/or tag all Buyer Property as being the property of Buyer. Seller will, at its own expense, insure for the benefit of Buyer to its full replacement value, all Buyer Property in Seller's possession or control. Seller may not use any Bailed Property for any purpose other than Seller's performance of a Supply Agreement for Seller and, in any case, Seller may not use any Buyer Property for its own benefit or the benefit of any third party. Seller may not move any Buyer Property from the initial Seller location to which the Buyer Property is delivered except on the express written and signed instructions of Buyer. Buyer may enter onto Seller's premises at any reasonable time to inspect and/or take all Buyer Property and Seller's records with respect thereto. Seller will arrange with any landlord or other third party any access necessary to any premises over which any such third party may or does limit access. Upon completion of Supply Agreements or parts thereof or their cancellation or termination for whatever cause, Seller

shall: (a) Hold and protect all Buyer Property pending instructions from Buyer as to disposition of the same, free of all charges for such service and storage; and (b) Upon receiving instructions from Buyer to deliver the Buyer Property to Buyer or Buyer's nominee, promptly deliver the Buyer Property as instructed.

20. Labor. Seller will notify Buyer of the contract expiration date at least six months before the expiration of a current labor contract covering Seller's employees or the employees of Seller's principal suppliers that has not been extended or replaced. Buyer may thereafter direct Seller in writing to manufacture up to 60 days of additional inventory of Goods, specifying the quantities of Goods required and any packaging and storage requirements, and Seller will comply with such direction by Buyer.

21. Confidential Information. Seller will keep in confidence and prevent the disclosure to any third party all information and data disclosed to it by Buyer or that Seller learns from Buyer, in either case that is not readily ascertainable by the public by proper means, including, but not limited to, quotes, business plans, technological techniques, prints, inventions, and information about research and development.

22. Remedies Cumulative. Each remedy of Buyer is cumulative with each other remedy contained in each Supply Agreement and with all other remedies available to Buyer at law, in equity, and otherwise, and no pursuit by Buyer of any particular remedy will constitute an exclusive election by Buyer of any particular remedy.

23. Assignment; Third Parties. Seller may not assign or subcontract its duties or responsibilities under any Supply Agreement without the prior written consent of Buyer. Buyer may freely assign its rights and obligations under any Supply Agreement or part thereof and, thereupon, Buyer will have no liability for any obligation that arises after the date of the assignment. Buyer may, at its option, permit one or more of its affiliates to purchase Goods or Services under any Supply Agreement, any such purchases by Buyer's affiliates will be solely for each Buyer affiliate's own account, and Buyer will have no liability for any breach by any Buyer affiliate with respect to such Buyer affiliate's purchases. All Buyer Indemnitees are express third-party beneficiaries of all indemnification obligations and warranties of Seller under these Terms and any Supply Agreement. There are no other third-party beneficiaries of any right or obligation under any Supply Agreement.

24. Customs. Transferable credits or benefits associated with Goods and/or Services purchased, including trade credits, export credits, or rights to the refund of duties, taxes, or fees, belong to Buyer unless otherwise prohibited by applicable law. Seller will provide Buyer with all information and records relating to the Goods and/or Services necessary for Buyer to (1) receive these benefits, credits, and rights, (2) fulfill any customs obligations, origin marking or labeling requirements, and certification or local content reporting requirements, (3) claim preferential duty treatment under applicable trade preference regimes, and (4) participate in any duty deferral or free trade zone programs of the country of import. Seller will obtain all export licenses and authorizations and pay all export taxes, duties, and fees unless otherwise stated in a Supply Agreement, in which case Seller will provide all information and records necessary to enable Buyer to obtain those export licenses or authorizations. For all Goods and/or Services covered by these Terms or any Supply Agreement, Seller shall provide to Buyer, at Buyer's request from time to time, an up-to-date certificate of origin compliant with the provisions of the North American Free Trade Agreement or any similar treaty or rule of law.

25. Government Supply Agreements. If a Purchase Order identifies a government prime contract, the following clauses are hereby incorporated by reference. Equal Opportunity (E. O. 11246), 48 §§ CFR 52.222-26; Affirmative Action for Special Disabled and Vietnam Era Veterans (38 USC § 4212(a)), 48 CFR §§ 52.222-35; Affirmative Action for Handicapped Workers (29 USC § 793), 48 CFR §§ 52.222-36. Copies of these clauses are available on request.

26. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL BUYER BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR (A) ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES OR (B) DAMAGES IN EXCESS OF THE PRICE OF THE GOODS OR SERVICES THAT ARE THE SUBJECT OF THE CLAIM. THESE LIMITATIONS OF LIABILITY APPLY NOTWITHSTANDING THAT THEY CAUSE ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE AND NOTWITHSTANDING THAT BUYER KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

27. Miscellaneous. (a) Choice of Law; Jurisdiction; Venue. These Terms and all Supply Agreements will be governed by and construed in accordance with the law of the State of Michigan without regard for their conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Supply Agreement. Any action or claim arising out of or related to these Terms or any Supply Agreement may be brought only in the courts of the State of Michigan sitting in Livingston County, Michigan or the United States District Court for the Eastern District of Michigan and Seller and Buyer each irrevocably consent to the jurisdiction of, and venue in, such courts. (b) Advertising. Seller will not advertise or otherwise disclose to the public its relationship with Buyer or Buyer's customers without Buyer's prior written consent, except as is necessary in order to perform a Supply Agreement or as required by law. (c) Audit Rights. Seller will maintain, for not less than three years after completion of each Supply Agreement, records necessary to support amounts charged to Buyer under such Supply Agreement. Buyer and its representatives may audit such records to the extent needed to verify that Seller's invoices and any payments to Seller are supported by the Supply Agreement. Any audit will be conducted at Buyer's expense (but will be reimbursed by Seller if the audit reveals material errors in the amounts charged), at reasonable times, and at Seller's usual place of business. (d) Relationship of the Parties. Buyer and Seller are independent contractors, and nothing in a Supply Agreement makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or to create any obligation on behalf of the other party. (e) Waiver. Buyer's failure to insist on performance of any obligation, or to exercise any right or privilege, or Buyer's waiver of any obligation, shall not thereafter be a waiver of other terms, conditions, rights, or privileges, or of the same terms, conditions, rights, or privileges on a different occasion. (f) Severability. If any provision of a Supply Agreement is invalid or unenforceable in any jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of a Supply Agreement or the validity or enforceability of that provision in any other jurisdiction. (g) Notice. Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective (a) if given by personal delivery, upon such personal delivery or (b) if given by nationally-recognized courier or mail service (in either case that has real time or near-real time tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service. The addresses for notice for each party are those on the Purchase Order, Attn: Legal Department. Either party may change its address for notice by giving to the other party notice of the change of address. (h) Remedies Cumulative. Each and every remedy of Buyer is cumulative and no exercise or pursuit by Buyer of any particular remedy will be deemed an election of that remedy exclusively. Any claim, suit, or action resulting from any breach on the part of Buyer under these Terms or any Supply Agreement must be commenced within six months after the cause of action has accrued or be forever waived. (i) Drafting Party. No rule that requires the construction of any language against the drafting party will apply to the construction of these Terms. (j) Entire Agreement. Each Supply Agreement constitutes the entire agreement between the parties with respect to its subject matter, and each Supply Agreement supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of that Supply Agreement, including, but not limited to, any Seller quotation unless Buyer specifically incorporates it into a Supply Agreement in a signed writing. No subsequent terms, conditions, understandings, or agreements purporting to modify the terms of any Supply Agreement will be binding unless in writing and signed by the party against which enforcement is sought.