

# MIDDLEVILLE TOOL & DIE CO. INC. ("BUYER")

## PURCHASE ORDER TERMS AND CONDITIONS (rev. 11/16)

- Offer and Acceptance and Terms of Order:** Each purchase order and purchase order revision ("this Order") issued by Buyer is an offer to Seller for the purchase of goods and/or services, and includes and is governed by the express terms contained on the face of this Order, these purchase order terms and conditions, and the terms contained in any addendum or supplement to this Order, and any other document expressly incorporated by reference in this Order or in these purchase order terms and conditions (collectively, the "Terms"). The first occurring expression of acceptance of this Order by Seller, including Seller's (i) written acceptance, (ii) commencement of work on the goods subject to this Order (the "Goods"), (iii) shipment of the Goods, (iv) commencement of performance of all or any portion of the services subject to this Order (the "Services"), (v) failure to object to this Order, in writing, within ten (10) days of receipt of this Order, and (vi) conduct that indicates Seller's acceptance, including preparation for Seller's performance, shall constitute an acceptance of Buyer's offer. If Seller objects, Seller's objections are deemed waived, if Seller subsequently commences work on the Goods or performance of the Services without an express written modification made by Buyer as provided for in paragraph 36. Any acceptance of this Order is limited to and conditional upon Seller's acceptance of the Terms. Any proposal for additional or different terms or any attempt by Seller to vary any of the Terms, whether in Seller's quotation form, acknowledgement form, invoice, correspondence or otherwise, shall be deemed material and is hereby objected to and rejected by Buyer, but any such proposal or attempted variance shall not operate as a rejection of this Order if Seller accepts Buyer's offer by commencement of work, shipment of the Goods or performance of the Services, or by other means acceptable to Buyer, in which case this Order shall be deemed accepted by Seller without any additional or different terms or variations whatsoever. This Order does not constitute an acceptance of any prior offer or proposal by Seller, and any reference in this Order to any such prior offer or proposal is solely to incorporate the description or specifications of the Goods and the Services in such offer or proposal, but only to the extent that such description or specifications are not directly in conflict with the description and specifications in this Order. If this Order is found to be an acceptance of any prior offer or proposal by Seller, such acceptance shall be limited to the Terms. Any additional or different terms in such prior offer or proposal shall be deemed material and are hereby objected to and rejected by Buyer. Buyer may cancel all or any part of this Order at any time prior to Buyer's actual knowledge of acceptance by Seller.
- Entire Agreement:** This Order contains the entire agreement between Buyer and Seller and, except as otherwise expressly stated in this Order, supersedes all prior agreements, orders, quotations, proposals and other communications relating to the subject matter hereof and there are no other understandings or agreements, verbal or otherwise, in relation hereto that exist between Buyer and Seller. Earlier agreements signed by authorized representatives of Buyer relating to the Goods or Services, such as an award or source letter or statement of work (but not including prior purchase orders revised by this Order), will continue to apply after this Order has been issued. In the event of any conflict between the face of this Order and these purchase order terms and conditions, the face of this Order shall govern.
- Price/Terms:** Seller warrants that the prices set forth in this Order are complete and that no additional charge of any type will be added without Buyer's prior express written consent, including but not limited to, charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating. Unless otherwise specified in the Order, all prices will be FOB destination (place of delivery). Seller further warrants that the prices set forth in this Order are the lowest prices charged for the Products, or substantially similar products, sold by Seller to its other customers. If, after execution of this Order, but prior to payment by the Buyer for Products purchased hereunder, Seller (i) sells, or offers to sell, Products, or substantially similar products, to another customer at a lower price, (ii) offers a reduction in price to any customer already purchasing Products, or substantially similar products, or (iii) sells, or offers to sell, Products, or substantially similar Products, on commercial terms that are, in Buyer's reasonable judgment, more favorable than those set forth in this Order, such lower price or more favorable terms will be applicable to all purchases of Products by Buyer hereunder. Upon request of Buyer, Seller will be required to certify that it is in compliance with the requirements of this paragraph. Except as otherwise expressly set forth in this Order, Buyer will have no obligation to purchase any specific quantity of Products from Seller and Buyer will be entitled, in its sole discretion, to purchase the same or similar Products from other suppliers. Buyer expressly reserves the right to disclose any of the terms of this Order, including but not limited to pricing, to third parties.
- Taxes:** Seller will bear and pay all applicable taxes of the United States or any state or any foreign government including political subdivisions of any of them, which are based on or measured by net income, gross income or gross receipts including any withholding taxes levied against Seller for the privilege of doing business in a jurisdiction. If Seller is required by law to collect sales and use tax (including any gross receipts tax imposed similar to a sales and use tax) from the Buyer on behalf of any taxing jurisdiction, Seller will provide to Buyer invoices which separately state and clearly indicate the amount of tax and Buyer will remit any such tax to Seller. Seller will have the responsibility of complying with all applicable foreign, national, state or local laws regarding value added tax and sales and use tax or substitutes therefore including registration, collection of taxes and the filing of returns where applicable. Notwithstanding whether Seller must collect sales and use tax from Buyer, Seller will state on every invoice the taxing jurisdiction (e.g. country, state and local jurisdiction) in which Products were provided. If applicable, in lieu of payment for any sales and use tax, Seller will accept a properly executed exemption or direct pay certificate from Buyer. The determination of whether an exemption or direct pay certificate will be submitted to Seller in lieu of payment for any sales and use tax will be made by Buyer on a location by location basis. With the exception of sales and use tax as described above, all other taxes, however denominated or measured, imposed upon the Seller, or the price or compensation under this Order, or upon the Product provided hereunder, will be the responsibility and liability of Seller.
- Inspection and Quality Assurance:** All Products will, before delivery, be subject to inspection, tests, and audits by Buyer or its agent at reasonable times and places. Seller agrees to provide access for Buyer to its facilities at all reasonable times and upon reasonable advance notice for such inspection, tests, and audits, and, at no additional cost, to provide all assistance and facilities reasonably necessary to perform the same. Neither the inspection, testing, or auditing of any Products, nor the failure to do so, before delivery to Buyer will constitute acceptance of any Products, or relieve Seller from exclusive responsibility for furnishing Products in strict conformance with the Buyer's specifications. Seller warrants that it has and will maintain an adequate quality control/assurance program with respect to the production and delivery of Products and that it creates and maintains adequate quality control/assurance reports, certificates, affidavits, and other such records relating to the Products. Seller agrees that, upon request and at no additional charge, it will promptly furnish authenticated copies thereof, as well as applicable certificates of conformance and/or compliance acceptable to Buyer, at the time of, or promptly after, delivery. Seller agrees to notify Buyer of any changes to Seller's raw materials, manufacturing processes, analytical processes and quality control/assurance program that affect the quality of provided Products, including changes to certificates, affidavits and other such records relating to the Products.
- Rejection:** Products will be received subject to inspection and approval by Buyer after delivery. Upon inspection, Buyer may give Seller notice of rejection or revocation of acceptance, notwithstanding any payment, passage of title, approval, prior test or inspection. No inspection, approval, test, delay or failure to inspect or test, or failure to discover any defect or other nonconformance, will relieve Seller of any obligations under this Order or impair or waive any right or remedy of Buyer with respect to Seller's performance hereunder. If, in Buyer's judgment, the Products do not conform with the requirements of this Order, Buyer will have the right to reject the Products and, in addition to any other rights and remedies it may have, Buyer may, in its sole discretion: (1) return any or all nonconforming Products to Seller for reimbursement, credit, replacement, or repair as Buyer may direct; (2) correct, rework, and/or repair the Products with all actual, reasonable costs associated therewith to be charged to and paid by Seller; or (3) hold any or all nonconforming Products, at Seller's risk and expense, for disposal or correction according to Seller's instructions. Furthermore, Buyer may, at its option, reduce the quantity of Products Buyer is obligated to purchase by the quantity of Products returned to Seller hereunder. Any Products rejected by Buyer and returned to Seller will be returned, at Seller's risk and expense, with the cost of packaging, handling, inspection, examination, transportation and any other costs incidental thereto to be charged to and paid by Seller. Such Products will not thereafter be tendered to Buyer for acceptance unless the previous rejection and requirement of correction are disclosed to Buyer in writing. All such nonconforming Products that are so remedied will have the same warranty as stated in Section 8 from the date of re-delivery. Acceptance, whether or not it has been revoked, will not release Seller's responsibility for latent defects, non-conformities, warranty, or other claims. Nothing in these Terms and Conditions will relieve Seller from the obligation of testing, inspection and quality control.

- 7. Warranty:** Seller warrants that all Products will be (i) in strict conformance with all applicable specifications, drawings, instructions, data, samples, standards and regulations, (ii) free from defects in material and workmanship, (iii) as described and advertised, of good quality, (iv) free from all liens, encumbrances and any actual or claimed patent, copyright or trademark infringement, and (v) manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification of the Products. SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY STATED HEREIN. Buyer's approval of Seller's design, material, process, drawing, specifications or the like will not be construed to relieve Seller of the warranties set forth herein. Limitations on Buyer's remedies (or disclaimers of warranties) in documents of Seller, or otherwise, with the sole exception of those contained herein, will not be effective and are hereby objected to and rejected. All warranties and other provisions of this paragraph will survive inspection or acceptance of, payment for, and use of the Products and completion, termination, or cancellation of this Order, and will run to Buyer, its customers, successors, and assigns, and to users of the Products. This Order incorporates by reference, and will be governed by, the Uniform Commercial Code, latest revision, as enacted by the Commonwealth of Pennsylvania, including all warranty protections (express or implied) and all buyer remedies set forth therein.
- 8. Intellectual Property:** If Buyer furnishes the design for the Products or requires Seller to prepare a design for the Products, then Buyer will own all intellectual property rights relating to such design and Seller agrees to assign all rights in such designs to Buyer. Buyer does not transfer to Seller any patent, trade secret, trademark, service mark, copyright, or other intellectual property right of Buyer. If Seller is responsible for the design of the Products, Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Buyer, its parents, affiliates, and its and their directors, officers, employees, agents, successors and assigns, customers and the users of Seller's Products ("Indemnitees") from all direct liabilities, and all other obligations and proceedings, and all fines and penalties imposed upon, Indemnitees and all reasonable attorney fees and any other cost of litigation (collectively "Liabilities") incurred as a result of actual or alleged infringement of any present or future or actual or alleged intellectual property right of any third party arising from Buyer's purchase, use or sale of Products supplied under this Order. Without limiting the effectiveness of the foregoing, the parties acknowledge and agree that for all purposes of this Order, the term "Liabilities" shall specifically exclude all indirect, special, incidental, and consequential damages (including, but not limited to, lost profits). In the event of an allegation of intellectual property infringement by Seller or if the use or sale of the Products is enjoined due to actions or omissions to act of Seller, Seller will, at its own expense and at Buyer's option, either (i) procure the right to continue using the Products; (ii) make such alterations modifications or adjustments to the Products so that they become non-infringing without incurring a material diminution in performance or function; (iii) replace same with a non-infringing equivalent; or (iv) remove the Products and refund the purchase price and the transportation and installation costs thereof. All such obligations of Seller to indemnify, hold harmless, protect and defend Buyer are in addition to Seller's warranty obligations and all other rights or remedies of Buyer and will survive acceptance and use of, and payment for, the Products, and completion, termination, or cancellation of this Order. If any settlement requires an affirmative obligation (other than ceasing use of the Product) of, results in any ongoing liability to or prejudice or detrimentally impacts Buyer in any material way, then such settlement shall require Buyer's written consent and Buyer may have its own counsel in attendance at all proceedings and substantive negotiations relating to such Liabilities.
- 9. Liability and Indemnification:** Subject to the limitations on Seller's Liabilities set forth in the preceding paragraph, Seller will indemnify, protect, defend or settle (at Seller's expense), and hold harmless Indemnitees from and against all Liabilities arising out of or in any manner connected with personal injury, including death, or property loss or damage, or any other loss or damage, to Buyer or to others (including Seller and employees and invitees of Seller, Seller's suppliers, distributors, Buyer and Buyer employees and invitees) arising out of or in any manner connected with (i) the production and delivery of, or any defect in, Products supplied hereunder; (ii) any act or omission of Seller; and/or (iii) breach of any representation, warranty or covenant, whether caused by Seller, or a supplier of Seller, or employees or invitees of either of them. Seller agrees to waive and release any rights of contribution, indemnity or subrogation it may have against any of the Indemnitees as a result of any indemnity claim asserted by another Indemnitee under this Section 10. Seller, for itself, its successors, assigns and subcontractors hereby expressly agrees to waive any provision of any workers' compensation act or other similar law whereby Seller could preclude its joinder by Buyer as an additional defendant, or avoid liability for damages, contribution or indemnity in any action at law, or otherwise where Seller's or its subcontractor's employee or employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against any Indemnitee. Seller's obligation to Buyer herein will not be limited by any limitation on the amount or type of damages, benefits or compensation payable by or for Seller under any workers' compensation acts, disability benefit acts, or other employee benefit acts on account of claims against Buyer by an employee of Seller or anyone employed directly or indirectly by Seller or anyone for whose acts Seller may be liable. In particular, but without altering or in any way limiting the general application of the waiver set forth in the previous sentence, Seller expressly waives application of Section 303(b) of the Pennsylvania Workers' Compensation Act and Section 35, Article II of the Ohio Constitution and Ohio Revised Code Section 4123.74, as each may be amended from time to time. The obligations in this Section are in addition to Seller's duty to provide insurance and will not be altered by any limitation on the amount or type of damages, compensation, or benefits payable by Seller under any Workers' Compensation Act, U.S. Longshoremen's and Harbor Workers' Act, or any other employee benefit act. Seller's obligations hereunder will not be limited to the extent of any insurance available to or provided by Seller.
- 10. Insurance:** Seller shall maintain and carry: (i) property and general liability insurance, including public liability, product damage liability and contractual liability coverages and professional liability coverage as Buyer may require based on the Services; and (ii) workers' compensation and employers' liability insurance covering all employees engaged in the performance of this Order; in each case in such amounts and with such limits (subject to subparagraph 23(c)) and with such insurers that are reasonably acceptable to Buyer and which are licensed to provide insurance coverage in the jurisdictions in which any Services will be conducted or otherwise are applicable to Seller. Each policy shall expressly state that it provides primary coverage to any other insurance coverage available to Buyer and shall include an endorsement under which the insurer waives any rights of subrogation it may have against Buyer. Unless otherwise expressly stated in this Order, Seller's liability insurance policies shall have combined single limits of no less than five million U.S. dollars (U.S. \$2,000,000) per occurrence and in the aggregate; provided that such limits shall not limit Seller's liability under this Order. Seller's property insurance policies shall be written on a "replacement cost" basis and Seller's workers' compensation policies shall be in compliance with applicable statutory requirements and limits. Seller shall furnish Buyer with certificates or other satisfactory proof of insurance confirming the foregoing insurance coverages within ten (10) days of Buyer's request. Any such insurance and the certificates shall provide for terms and conditions satisfactory to Buyer whereby, among other things: (i) the interest of Buyer in such insurance coverage is recognized by designating Buyer as an Additional Insured or Loss Payee, as interests may appear, or as may be requested by Buyer from time to time; and (ii) each policy shall contain an endorsement that the coverage will not be cancelled or materially changed or amended in any way without at least thirty (30) days prior written notice to Buyer. Buyer shall have the right, but not the obligation, to maintain such insurance coverage prior to the expiration of such notice. The receipt or review of such certificates or other proof of insurance coverage at any time by Buyer shall not relieve Seller from its liability or its insurance obligations hereunder or reduce or modify such insurance obligations.
- 11. Termination:** Buyer may terminate this Order or any releases issued pursuant to this Order, in whole or in part, at any time for convenience by giving written notice to Seller. After receiving written notice of termination, Seller will immediately cease production and delivery of all Products indicated in the notice of termination. Unless such termination is due to default of Seller, Buyer will pay Seller, on a *pro rata* basis, for Products delivered as of the date of termination. Upon such payment, all finished goods for which Buyer has paid will become the property of Buyer and will be released by Seller to Buyer for pick-up and removal, upon demand. The provisions of this clause are without prejudice to any other rights or remedies of Buyer, including those resulting from default by Seller hereunder.
- 12. Cancellation:** Buyer will have the right to cancel this Order, in whole or in part, if the Products are non-conforming or defective or not delivered as scheduled, or if Seller fails to comply with or fulfill at any time any of the material terms and conditions of this Order, whereupon Buyer will have the continuing right to obtain Products from another source, without prejudice to any other rights or remedies of Buyer and in addition thereto.
- 13. Transition of Supply:** In connection with termination or cancellation of this Order pursuant to the express terms hereof, Seller will cooperate in the transition of supply, including the following (collectively, "Transition Support"): (a) Seller will continue production and delivery of all Products as ordered by Buyer, at the prices and other terms stated in this Order, without premium or other condition, during the entire period reasonably needed by Buyer to complete the transition

to the alternate supplier(s), such that Seller's action or inaction causes no interruption in Buyer's ability to obtain Products as needed; (b) at no cost to Buyer, Seller will promptly provide all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, tooling and process detail and samples of Products and components; and (c) subject to Seller's reasonable capacity constraints, Seller will provide special overtime production, storage and/or management of extra inventory of Products, extraordinary packaging and transportation and other special services as expressly and reasonably requested by Buyer in writing. If the transition occurs for reasons other than Seller's breach, Buyer will, at the end of the transition period, pay the reasonable, actual cost of Transition Support as requested and incurred, provided that Seller has advised Buyer of its estimate of such amounts and obtained Buyer's prior written consent prior to incurring such amounts. Any Transition Support costs incurred by Seller without Buyer's prior written consent shall be for Seller's account.

14. **Payments:** All invoices for Products provided to Buyer will be accumulated upon receipt for a period from the 5<sup>th</sup> day of a month to the 4<sup>th</sup> day of the following month (the "Accumulation Period"). Buyer will pay invoices received during the Accumulation Period net 60 days from the end of such Accumulation Period (EOAP 60). Seller will promptly submit correct and complete invoices or other agreed billing communications with appropriate supporting documentation and other information reasonably required by Buyer after delivery of the Products, and Buyer may withhold payment until a correct and complete invoice or other required information is received and verified. Any cash discounts will be based on the full amount of the invoice, less freight charges and taxes if itemized separately on the invoice. Delay in receiving valid invoices or Products will be considered good cause for withholding payment without losing cash discount privileges. Payment by Buyer of an invoice from Seller does not constitute acceptance of the Products covered by the invoice. If the production or delivery of Products covered by this Order may give rise to mechanics' or other similar liens, payment will not be due and the cash discount period will not commence until Seller has delivered to Buyer a complete release of all liens arising out of the production or delivery of such Products or receipt in full covering all labor and materials for which a lien could be filed or a bond satisfactory to the Buyer indemnifying it against any lien. If payments are required to be made under this Order by Buyer in a currency other than USD, Seller will provide Electronic Funds Transfer (EFT) instructions to Buyer and Buyer will make such payments to Seller electronically, to the extent permitted by law. Buyer will have the right, at any time, to set off and apply against any monetary obligations that Buyer owes to Seller any obligations that Seller may owe to Buyer.
15. **Confidentiality:** At all times, Seller will (i) maintain the confidentiality of any information disclosed by Buyer or any of its parents, subsidiaries, affiliates, customers, and contractors, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees for whom such knowledge is essential for performance of the Order; and (iii) not use Confidential Information except for performance of the Order. Seller will immediately notify Buyer of any disclosure of any Confidential Information that is not permitted by this Order and will be responsible for the disclosure or other misuse of Confidential Information. Buyer makes no representation or warranty of any kind, express or implied, with respect to any Confidential Information. Buyer may, at its sole discretion, elect at any time, by written notice to Seller, terminate Seller's further use of Confidential Information and Seller shall immediately return to Buyer all Confidential Information and copies thereof and erase any digitally held Confidential Information. Termination by Buyer will not affect Seller's continuing obligations in this Section 16.
16. **Liens:** Seller warrants that no lien, encumbrance or security interest will be filed by Seller or anyone claiming under or through Seller against Buyer, Buyer's property, or the Products furnished under this Order.
17. **Independent Contractor/Safety:** Seller is and will remain an independent contractor of the Buyer. No employee, agent, or representative of Seller or its subcontractors will be deemed to be an employee of Buyer. Seller will provide all safeguards and take all precautions necessary in connection with the production and delivery of the Products sold hereunder to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property, and will be solely responsible therefor. Seller warrants that all Products delivered hereunder will be produced and delivered in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards, specifications and Buyer requirements concerning safety, performance and otherwise, including, without limitation, any work or services related thereto performed on premises controlled by Buyer.
18. **Assignment:** Neither this Order, nor Seller's rights and obligations hereunder, are assignable by Seller without the prior written consent of Buyer. No such consent or assignment will release Seller or change Seller's liability to perform all of its obligations under this Order. Any attempted assignment without the prior written consent of Buyer will be null and void.
19. **No Violation of Law:** Seller and the Products will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the Products, including, but not limited to those relating to environmental matters, data protection and privacy, wages, hours, and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Upon request, Seller will furnish Buyer with certificates of compliance therewith. Unless this Order is otherwise exempted by law, Seller will comply with Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity) the Rehabilitation Act of 1973, the Vietnam Era Veteran's Readjustment Assistance Act of 1974 and the Americans with Disabilities Act, as they have been or may be amended from time to time, and regulations implementing such statutes; and any similar state and local laws and ordinances and the regulations implementing such statutes. If requested by Buyer, Seller will furnish to Buyer an executed Certificate of Nonsegregated Facilities. Seller warrants that the Products delivered hereunder were produced at facilities complying with all applicable provisions of the Occupational Safety and Health Act and applicable regulations under that Act and agrees to, upon request, provide Buyer with all explanatory and factual information needed to verify such compliance and to enable Buyer to comply therewith, and with any other laws and regulations applicable hereto. Seller further warrants that it will comply, where applicable, and without limitation, with all orders, standards, and regulations of the National Highway & Transportation Safety Administration, Federal Aviation Administration, Environmental Protection Administration, Food and Drug Administration, Consumer Product Commission, and Occupational Safety & Health Act Administration. This Contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.
20. **Limitation on Use of Payment:** Seller shall not offer or use, directly or indirectly, any money, property or anything of value received by Seller under or pursuant to this Order to influence improperly or unlawfully any decision, judgment, action or inaction of: any official, employee or representative of any government or agency or instrumentality thereof, or of any government owned or partially government owned entity, or any other person or entity, in connection with or relating to the subject matter of this Order or any supplement or amendment hereto. No payment shall be made nor shall any transaction be entered into in connection with this Order that is illegal, improper or is intended to unduly or improperly influence any third party, including without limitation, by means of extortion, any kickback or bribery. If Seller breaches the terms of this provision, Buyer may immediately terminate this Order without any liability.
21. **Environment, Health, Safety and Security:** If Seller, either as principal or by agent or employee, enters upon the property of Buyer, Seller agrees to comply with Buyer's rules and regulations, including its environmental, health, safety and security rules and regulations.
22. **Hazardous and Dangerous Goods and Materials:** Seller warrants: (1) that any chemical substance or mixture delivered to Buyer pursuant to this Order is on the Toxic Substance Control Act inventory or that the premanufacture notice requirements thereof have been satisfied and such chemical substance or mixture is lawfully available for sale and use; (2) that chemical substances or mixtures delivered hereunder will be properly packaged with all appropriate warning labels, instructions for use, and notices, and that, if such chemical substances or mixtures are supplied in bulk, Seller will provide Buyer with an adequate supply of such warning labels, instructions, and notices for use in Buyer's facilities; (3) that Seller will supply with, or before, delivery, and at any other time upon Buyer's request, all information known to Seller with respect to potential hazards, including possible toxic or harmful effects, related to the handling, use, storage, disposal, or transportation of any chemical substances or mixtures delivered hereunder, and any precautions that should be taken to eliminate or reduce to a minimum such hazards; and (4) that Seller will ascertain and furnish all information about Products required by Buyer to comply with

all safety-related laws and regulations (including, without limitation, those relating to applicable right-to-know laws and occupational safety and health acts), and with laws and regulations regarding composition, ingredients, or otherwise, including promptly furnishing to Buyer upon written request a list of all ingredients therein and the amounts thereof and information concerning any changes in such ingredients thereafter. Seller agrees that it will, upon Buyer's request, accept the return of unused toxic or hazardous chemical substances or mixtures delivered to Buyer pursuant to this Order. Unless approved in writing by Buyer's location manager prior to shipment, Seller will not deliver any Products containing asbestos in a content exceeding the local regulatory level or 1% by weight of the Product, whichever is less.

23. **Changes:** Buyer may, at any time, in writing, make changes to the general scope of this Order. If any such change causes an increase or decrease in the cost of, or time required for, the performance of Seller's obligations under this Order, an equitable adjustment will be made to the price or delivery schedule, or both, and this Order will be modified in writing accordingly. Seller will not be required to perform under the Order, as so changed, unless and until the parties, acting in good faith, have mutually agreed upon such an equitable adjustment.
24. **Electronic Commerce:** Seller acknowledges that Buyer currently uses, or will in the future use, an electronic "business to business" framework to facilitate the transmission of Key Documentation relating to the purchase of Products hereunder. For purposes of this provision "Key Documentation" means purchase orders, order confirmations, advanced shipping notices (ASN), change orders, invoices and other similar documentation which form a part of the Order. Seller acknowledges and agrees that (i) it has in place currently, or will implement as soon as possible after execution hereof, the system designated by Buyer to facilitate transmission of Key Documentation electronically, and (ii) Key Documentation transmitted hereunder by such methods will not be deemed invalid solely because they have been transmitted or executed electronically. To the extent required by Buyer, each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each electronic transmission and use of such digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.
25. **Notifications:** Seller agrees to immediately notify Buyer of any actual or possible safety problems with the Products delivered hereunder. Seller also agrees to give Buyer reasonable advance notice of potential material shortages, insolvency or other matters that might delay or interfere with its performance of this Order.
26. **Buyer's Property and Parts:** All property of any kind supplied to Seller, or paid for, by Buyer will be and remain Buyer's property, and Seller will maintain such property in good condition and repair, except to the extent that such property is integrated into Products delivered hereunder. Materials or parts provided by, or on behalf of, Buyer which have been, or are to be, processed by Seller are consigned to Seller solely for purposes of such processing and remain Buyer's property. All Buyer property, while in Seller's custody or control, will be held at Seller's risk, free of all liens, encumbrances or security interests of Seller or third parties, and will be kept insured by Seller at Seller's expense in an amount equal to replacement cost with loss payable to Buyer. All property of the Buyer is subject to removal by Buyer at any time, and to return upon Buyer's request. Seller will assume all risk of death or injury to persons or damage to property arising from use of Buyer's property. Buyer does not guarantee the accuracy of any Buyer property or the availability or suitability of any property furnished by it. Seller assumes sole responsibility for inspecting, testing and approving all of Buyer's property supplied by Buyer prior to any use by Seller.
27. **Force Majeure:** Neither party will be in default for any delay or failure to perform its obligations under this Order if caused by an extraordinary event beyond its reasonable control without its fault or negligence; provided that any delay or failure to perform caused by default of a supplier of Seller at any lower tier must be beyond the reasonable control of both Seller and such supplier without the fault or negligence of either and items to be furnished must not be obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule, and provided further that Seller furnishes prompt written notice of any delays or non-performances (including its anticipated duration) after becoming aware that it has occurred or will occur. If Seller is unable to perform for any reason, Buyer may purchase the Products from other sources and reduce its purchases from Seller accordingly without liability to Seller. Within three business days after written request by the other party, the non-performing party will provide adequate assurances that the non-performance will not exceed 30 days. If the non-performing party does not provide those assurances, or if the non-performance exceeds 30 days, the other party may terminate the Order by notice given to the non-performing party before performance resumes.
28. **Shipping:** Unless otherwise provided in the Order: (i) all shipping, drayage, demurrage, storage, insurance, packing and related charges will be paid by Seller; (ii) all Products will be packed, marked and shipped in accordance with the requirements of the common carriers in a manner to secure the lowest transportation costs consistent with the requirements hereof; (iii) packing slips identifying the purchase order number, release number and part number must accompany each shipment; (iv) Seller will mark each package with the Order number, and where multiple packages comprise a single shipment each package will be shown on packing slips, bills of lading, and invoices; (v) in the event that Buyer is obligated to pay for shipping, Seller will be responsible for all extra charges incurred because of Seller's failure to follow Buyer's shipping instructions, including those related to delivery schedules, whether or not Seller's liability for general damages is excused under other provisions of the Order; (vi) Seller will mark the Products, packaging and packing as instructed by Buyer and in accordance with the standards of the Uniform Commercial Code; (vii) Seller will pay all express and other charges necessary to expedite delivery to enable Seller to meet the delivery schedule; (viii) Seller will ship all late shipments by express or other priority methods of delivery at its expense; and (ix) Seller will issue to Buyer advance shipping notices as requested by Buyer.
29. **Delivery:** Time and quantity are of the essence. Delivery must be on the date indicated, if any, and otherwise as requested by Buyer. If the Order is identified as a "Blanket" Order or if no delivery schedule is provided, deliveries are to be made only in quantities and at times specified in releases or other instructions from Buyer. Buyer will have no liability for payment of Products delivered to Buyer which are in excess of quantities specified in the Order or in releases and Buyer may return overshipments to Seller at Seller's expense for all packing, handling, sorting and transportation charges. Buyer may, from time to time, change delivery schedules or direct temporary suspension of scheduled shipments.
30. **Buyer Name/Logo:** Seller may not use the Buyer's name and/or logo in any manner other than as may be identified in this Order without first obtaining written permission from Buyer.
31. **Conflict Minerals:** Seller agrees that no conflict minerals as defined by Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and supplied by Seller hereunder originated in the Democratic Republic of the Congo or any adjoining country.
32. **Data Privacy:** Seller warrants and undertakes that Seller's processes, services and treatment of all personal data that it may receive, access and/or process on behalf of Buyer (and/or Buyer's employees, customers or suppliers) complies with the applicable laws of all states and countries regarding personal data, including but not limited to the U.S. Department of Commerce Safe Harbor Guidelines ("Guidelines"), the Australian Privacy Principles as prescribed by the Privacy Act 1988 ("Principles") and/or the European Data Protection Directive (95/46/EC) ("Directive") (as amended and collectively, "Privacy Laws") and that Seller shall use best efforts to comply at all times with such Privacy Laws. If applicable, Seller agrees to execute a data processing agreement with Buyer to ensure ongoing privacy protection for individuals. If Seller fails to comply with any of the Privacy Laws, Buyer will have the option to terminate this Order immediately without further liability. Seller shall act solely on the instructions of Buyer regarding all personal data (unless prohibited by the Privacy Laws). Seller will notify Buyer immediately in writing of any: (i) actual or suspected breach of this Section 38; and (ii) of any complaint or request by any individual concerning personal data or relating to Buyer's obligations under any of the Privacy Laws. Seller will provide full cooperation and assistance to Buyer regarding any such complaint or request. Seller shall, upon completion of Services, destroy or return all personal data to Buyer with all other media or document where any personal data is maintained. Seller warrants and undertakes that it will ensure that its employees, agents and subcontractors comply with all applicable Privacy Laws regarding the receipt and/or processing of personal data. If Seller violates any obligations in this Section 38, the applicable data processing agreement or the Privacy Laws in any manner, Seller shall take all necessary measures required by the local laws of each individual affected by the unauthorized disclosure. Seller will conduct audits to ensure compliance with its obligations under this Section 38 and will permit Buyer (or its designee), upon reasonable notice, access to Seller's facilities, procedures and other operational data and information for purposes of reviewing records and materials and auditing Seller's compliance with this Order. By submitting business contact and personal information about Seller and/or its employees to

Buyer, Seller consents to the collection, processing, storage, use and transfer of that information to/by Buyer and all its controlled entities, affiliates and subsidiaries in the United States of America and elsewhere and their authorized third-party contractors or agents for the purpose of: facilitating Seller's business relationship with Buyer, enhancing Buyer's ability to contact Seller and its employees, and enabling Buyer to process and track Seller's transactions with Buyer through various internal systems and external third parties ("Purpose"). Buyer shall use the information supplied solely for the Purpose and shall store the data for as long as is strictly necessary to be able to complete the Purpose.

33. **Subcontracts:** Unless otherwise specified, Seller must obtain Buyer's written permission before subcontracting any portion of this Order. Except for the insurance requirements in this Order, all subcontracts and orders thereunder will require that the subcontractor or materialman be bound by and subject to all of the terms and conditions of the Order. No subcontracts or order will relieve Seller from its obligations to Buyer, including, but not limited to Seller's insurance and indemnification obligations. No subcontract or order will bind Buyer.
34. **Battle of Forms Not Applicable.** The parties have agreed and it is their intent that the battle of the forms Section 2-207 of the Uniform Commercial Code shall not apply to these Terms or to any invoice or acceptance form of Seller relating to these Terms. It is the parties' intent that these Terms shall exclusively control the relationship of the parties, and in the event of any inconsistency between any invoice or acceptance form sent by Seller to Buyer and these Terms, these Terms shall control.
35. **Waiver of Jury Trial.** BUYER AND SELLER ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. BUYER AND SELLER, AFTER CONSULTING (OR HAVING THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF ITS CHOICE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OR RELATING TO ANY ORDER OR OTHER DOCUMENT PERTAINING TO ANY ORDER
36. **Other Provisions:** This Order shall constitute the final, complete and exclusive statement of the agreement between Buyer and Seller and may not be modified or rescinded except by a written change order issued by Buyer. This Order is governed by the laws of the State of Michigan, excluding its laws related to choice or conflicts of law. The United Nations Convention on Orders for the International Sale of Goods is expressly disclaimed and does not apply. Any and all disputes between the parties that may arise pursuant to this Order will be heard and determined before an appropriate arbitrator, federal, or state court located in Barry County, Michigan. The Seller acknowledges and agrees that any such court will have the jurisdiction to interpret and enforce the provisions hereof and/or an arbitrator's judgment, and the Seller waives any and all objections that it might otherwise have as to personal jurisdiction or venue in any of the above tribunals. Buyer's failure to assert any right is not a waiver of such right or any other right. Any remedies provided herein to Buyer are cumulative and in addition to any other remedies provided in law or equity or by statute.