

TERMS AND CONDITIONS OF PURCHASE

I. Acceptance

- a. These Terms and Conditions of Purchase (“Terms”) apply and are incorporated into each Purchase Order (“the Order”) or Order revision issued by MacLean-Fogg Company or its affiliate (“Buyer”). The Order is an offer to the Seller identified on the Order (“Seller”) for the purchase of the Goods (as defined in XXVII(a)) and / or Services (as defined in XXVII(b)) identified on the Order. The Goods and Services are collectively referred to as “Work.”

The Order shall be deemed agreed to and accepted by Seller and become a binding contract on the terms and conditions contained herein upon the first of the following to occur: when (1) signed and returned to Buyer, or (2) Seller issues its oral or written acknowledgement, or (3) Seller commences performance, or (4) Seller otherwise accepts the Order in agreed upon manner with the Buyer. Acceptance must be made within the timing set forth by the Buyer. Acceptance is expressly limited to the Terms and such terms and conditions as are otherwise expressly referenced on the face of the Order. Any new or additional terms contained in Seller’s acceptance documents, or otherwise proposed by Seller, shall be considered nonconforming terms and are unacceptable and expressly rejected by Buyer and shall not be part of the agreement. This Order and the incorporated Terms constitutes the entire agreement between the parties and supersedes all previous agreements, purchase orders, quotations, proposals and other communications regarding the Goods. No modifications, additions, changes or deletions hereto shall be binding on the Buyer unless in writing and executed by a duly authorized representative of Buyer.

- b. By accepting this Order you are also accepting the requirements described in the Supplier Requirements Manual which is posted on Buyer’s website at macleanfogg.com and updated from time to time by Buyer.
- c. Buyer may, from time to time, by notice to Seller make reasonable changes, within the scope of the agreement, to the drawings, specifications, materials, packaging, testing, quantity, time or method of delivery or shipment, or similar requirements prescribed in the agreement. At Seller’s request, with appropriate supporting documentation, the parties will agree upon an equitable adjustment to the agreement prices and times for performance as a result of Buyer’s changes. Agreement changes must be in writing signed by the Buyer’s authorized representative.

II. Price

- a. Unless otherwise stated on the Order, the price for the Good(s) and Services shall be the price(s) stated on the front of the Order. The stated prices are firm fixed prices for the duration of the agreement and not subject to increase for any reason, including increased raw material costs, increased labor, currency fluctuations or other manufacturing costs, increased development costs, or changes in volumes or program length from those estimated or expected. The stated prices are inclusive of all federal, state, provincial, and local taxes and any duties applicable to provision of the Goods and are inclusive of all storage, handling, packaging and all other expenses and charges of Seller. Seller shall be,

at all times, competitive in price, quality, performance and fulfillment of obligations. Any cash discount shall be deducted at expiration of the grace period dating from the date of receipt on the invoice. Net invoices and cash discount invoices received without supporting papers shall not be paid until completed as specified. The date of receipt of final supporting papers completed in all cases, govern dates of payment and computation of the grace period for cash discounts. Buyer shall receive the benefit of the amount of any general reduction in the price of any goods, similar to the Goods covered by this Order, which Seller supplies to other customers.

III. Warranty

- a. Without limiting any warranties implied by law with respect to the Goods purchased and/or delivered hereunder, Seller warrants to Buyer, its customers, and their successors and assigns, that all Goods purchased and/or delivered hereunder shall (1) be new and unused, (2) be free and clear of liens and encumbrances and all claims of Seller and any third parties, (3) be of merchantable quality, (4) be free from defects in material and workmanship and, to the extent such Goods are not manufactured pursuant to detailed designs of Buyer or its customers, be free from defects in design, (5) conform strictly to all specifications, drawings/revision level, samples or descriptions furnished to Seller by Buyer and to all other requirements of the Order, and (6) be fit for the purposes of Buyer. Seller further warrants it has good and, marketable title to all goods sold and/or delivered hereunder and that no statute, order, regulation, or ordinance of any governmental body or agency has been violated in the manufacture, sales, and/or delivery of any Goods hereunder, without limitation on any of the foregoing, including, but not limited to the Fair Labor Standards Act of 1938, as amended, and the rules, regulations, and orders issued thereunder. Additionally, if and to the extent Seller's performance includes Services supplied by Seller, Seller expressly warrants to Buyer, its customers, and their successors and assigns, that all such Services furnished: (a) have been performed or prepared in a professional and workmanlike manner by personnel who are adequately trained, supervised and experienced and according to best industry standards and practices; (b) are suitable for the purposes intended whether expressed or implied, and (c) are in compliance with all applicable specifications and performance requirements. Seller agrees that Buyer's approval of any designs or drawings furnished by Seller hereunder or in contemplation hereof shall not relieve Seller of its obligations under this warranty. The foregoing warranties are in addition to any other representations and warranties in the Order or provided under law. Seller hereby agrees that, in addition to any other remedies which Buyer may have against Seller for breach of warranty, Seller will repair or replace at the option of the Buyer and at cost to the Seller, any or all Goods and Services found in the sole judgement of the Buyer to be in breach of this warranty, and to indemnify Buyer for all damages, costs and expenses (including incidental and consequential damages and all claims and damages sought by Buyer's customers, any of their customers, and any end-user) incurred by reason of such breach. Seller's warranties shall survive any inspection by, delivery to, acceptance by, or payment by Buyer for any or all of Seller's performance furnished hereunder, shall be in addition to any other warranties or service guarantees given by Seller to Buyer, shall be construed as conditions as well as warranties, shall not be determined exclusive, and shall be for the benefit of both the Buyer and its customers, jobbers, and dealers, and their successors and assigns. Seller specifically agrees that Buyer need not inform it of the breach of any warranties

hereunder within any particular time and specifically waives any right that may accrue to Seller on account of Buyer's failure to notify Seller of any breach of warranty within any period of time.

- b. All warranties of Seller extend to future performance of the Goods and Services and are not modified, waived or discharged by delivery, inspection, tests, acceptance or payment. The warranty period is the longest of: four years from the date Buyer accepts the Goods or Seller completes the Services, the warranty period provided by applicable law, or the warranty period offered by Buyer to its customer or by Buyer or its customer to end-users for the products into which the Goods or Services are incorporated.

IV. Conflict Mineral

- a. Seller acknowledges there is a regulatory focus on use of minerals sourced from areas identified as conflict regions, including the Democratic Republic of the Congo ("DRC") and Central Africa. Metals that have been identified of interest from these regions include gold (Au), tantalum (Ta), tungsten (W) and tin (Sn), and are termed ("Conflict Minerals") pursuant to Section 1502 of the United States, Dodd-Frank Wall Street Reform and Customer Protection Act (codified at 15 U.S.C. § 78m(p) (the "Act") and Securities Exchange Commission's regulations implementing the Act (codified at 17 C.F.R. Parts 240 and 249b) (the "Rule"). Seller represents and warrants that no Conflict Minerals that originated in the DRC or an adjoining country are present in any Goods. For purposes of making such representation and warranty, Seller will use protocols, standards, and procedures that meet or exceed the reasonable country of origin inquiry described in the Rule and the relevant best practices developed by industry. Seller shall indemnify, defend, and hold Buyer, its subsidiaries and their respective officers, directors, employees, agents, successors, harmless from and against any and all claims, damages, losses (including loss of profits) liability costs and expenses (including actual attorneys' fees) which arise out of any Good's actual, or alleged, Conflict Minerals content or Seller's non-compliance with this Section. Seller shall further assist Buyer with any requests for information, certifications, or other such similar documents as Buyer may reasonably request to ensure the Goods and Seller's compliance with this Section and shall notify Buyer promptly upon discovering or having reason to believe that any Goods fail to comply with the representation and warranty in this Section.

V. Volume, Duration and Delivery

- a. Unless stated otherwise on the Order, this is a requirements contract and Buyer agrees to purchase from Seller, and Seller agrees to supply Buyer with, 100% of Buyer's requirements of the Goods and Services.
- b. Unless stated otherwise on the Order and subject to Buyer's termination rights, the Order and the agreement formed by it is binding on the parties for the length of the applicable Original Equipment Manufacturer ("OEM") vehicle program production life (including model refreshes as determined by the applicable OEM customer), and both Buyer and Seller acknowledge the risk of the vehicle program production life being cancelled or extended by the OEM.

- c. Buyer's production schedules are predicated upon the delivery of Goods to, and/or performance of Services for, Buyer at the delivery or performance time specified on the Order, and TIME IS OF THE ESSENCE IN PERFORMING TO THE ORDER. If deliveries are not made or services not performed by the time specified, in addition to any other rights it may have at law, Buyer may refuse to accept such late deliveries or performance and may purchase similar goods or services elsewhere, and may hold Seller financially accountable for any loss, expense or damages occasioned thereby. If any deliveries are made earlier than the time specified by the Buyer, Buyer may return such Goods to Seller at Seller's cost or may store such Goods at Seller's cost until the specified time for delivery unless otherwise authorized by Buyer. Invoices and bills of lading exhibiting full routing information, including car number, shall be sent as electronic or hard copy to Buyer at the time of shipment. Invoices for prepaid freight shall be accompanied by receipted freight bills payable to the Buyer. If the Goods are to be delivered periodically or in installments, failure to deliver any one installment within the time specified shall authorize Buyer to refuse to accept the overdue and/or subsequent installments or to pay for such installments and Buyer shall have the right to purchase the overdue installment and any and all subsequent installments on the open market without notice to Seller and may hold Seller responsible for any loss, expense or damages occasioned thereby.
- d. Buyer will issue release schedules of its anticipated Goods and Services requirements from time to time. The parties acknowledge that any schedule is an estimate only and is subject to change at any time. Seller will not manufacture Goods or procure raw materials in excess of that required to fill Buyer's firm releases.
- e. During the fifteen (15) year period after Buyer completes its current model purchases of the Goods, Seller will sell to Buyer Goods and Services necessary to fulfill Buyer's past model service and replacement requirements and other requirements at the last production price.

VI. Inspection

- a. Buyer may, upon reasonable advance notice to Seller and any of Seller's subcontractors, inspect the Seller's and/or Seller's subcontractor's production processes and property, and conduct testing at Seller's premises for the sole purpose of verifying Seller's performance under the Order. Buyer is not required to inspect Goods delivered or Services performed, and no inspection or failure to inspect will reduce or alter Seller's obligations under the Order.
- b. All Goods covered by this Order shall be subject to final inspection and approval at destination by Buyer. Buyer may reject all or part of any Goods not conforming to the terms of the Order, including without limitation, all specifications, drawings/revision level, or descriptions furnished to Seller by Buyer. For all Goods rejected by Buyer as not conforming to this Order, Buyer may, in addition to any other rights it may have at law (1) prepare for shipment and ship the rejected Goods to Seller, at Seller's expense, or (2) require Seller to remove such Goods, and, if Seller should fail to remove such Goods within seven days (7) after written notice by Buyer to do so, Buyer shall dispose of such Goods in any manner which Buyer may elect without any liability to Seller. For all Goods which are retained by Buyer, but do not conform to the Order, including, without

limitation, all specifications, drawings/revision level, or description furnished by Buyer to Seller, Buyer may correct such Goods in order to make them conforming and Seller shall bear all costs and expenses of such corrective action. In addition to any of the forgoing remedies, Seller shall bear the expense of unpacking examining, sorting and reshipping any Goods rejected hereunder.

VII. Indemnification

- a. Seller agrees to indemnify, defend and save, and hold harmless Buyer, its subsidiaries and affiliates, and its and their respective past, present and future members, shareholders, owners, directors, officers, agents and employees, and Buyer's and its subsidiaries and affiliates' customers, jobbers, and dealers, and all of their respective successors and assigns (collectively, "Buyer Indemnitees") from and against all claims, damages (direct, indirect, incidental, consequential, foreseeable, unforeseeable or otherwise), suits, actions, judgments, liabilities, losses, costs and expenses (including actual attorneys' fees and litigation costs) of any nature (collectively, "Losses") arising out of or resulting from, or alleged to have arose out of or resulted from, a.) Seller's (and/or its subcontractors' or suppliers') performance or non-performance in connection with the Order, b.) any action or inaction of Seller (and/or its subcontractors' or suppliers') in connection with the Order, and/or c.) Seller's (and/or its subcontractors' or suppliers') breach of or failure to perform under, or in accordance with, the Order, including but not limited to (1) those arising from death of or injury to any person, and/or (2) those arising from loss of, damage to or loss of use of any property whatsoever, including but not limited to the Goods or anything else delivered hereunder and any property of Buyer, any customer of Buyer, or any third party, and whether or not any act or omission of the Buyer contributed thereto. Seller further agrees to indemnify, defend and save and hold harmless Buyer and Buyer Indemnitees from and against all Losses arising out of or resulting from the Work or any portion thereof constituting, or alleged to constitute, an infringement of any patent, trademark, copyright, intellectual property right, or other right of any third party.

VIII. Packing and Crating

- a. All Goods shall be packed by Seller in suitable containers for protection in shipment and storage. Unless otherwise specified, prices set forth in this Order include all charges for packing, crating and for transportation to the point of delivery set forth herein. The number of the Order shall appear on each invoice, bill of lading and packing list and every package and shipment. An itemized packing list shall accompany each shipment made hereunder. Upon acceptance of this Order, Seller shall promptly notify Buyer as to the date of each shipment hereunder.
- b. Where required, Country of origin markings shall be visible on packaging.
- c. Where required, all packaging will be compliant to pest free shipping requirements. (e.g. nematodes, insects, etc.)

IX. Specific Performance

- a. Seller agrees that in the event of a breach by any provision hereof, Buyer may, upon proper action instituted by it, be entitled to an injunction to prevent further breach hereof and to a decree for specific performance according to the terms of this Order. Seller and Buyer expressly agree that this Order is the proper subject for the remedies of injunctive relief and specific performance in the event of breach hereof.

X. Insurance

- a. Without limiting Seller's liability, Seller agrees that it will maintain at its expense liability and property damage insurance adequate to cover Seller's obligations set forth in this Order and shall maintain proper workmen's compensation coverage on its employees engaged in the performance of the Work required hereunder or as dictated by local labor law requirements. Seller agrees that all insurance policies shall be subject to the approval of Buyer, including the policy forms and monetary limits, and that it shall furnish Buyer with certificates of such insurance coverage. Seller further agrees that all insurance policies will require the insurance carrier to furnish Buyer with written notice thirty (30) days beforehand of any material change or cancellation in any insurance coverage. Seller agrees that the failure of Buyer to request copies of insurance policies or certificates or to review and or approve any insurance of Seller shall not relieve Seller of its obligations to furnish insurance as required by the Order. Without limiting any of the foregoing, all material, tools, models, designs, patterns, drawings, and other personal property (including Goods) belonging to Buyer, furnished by Buyer to Seller, or otherwise in Seller's custody or possession, will held by Seller at Seller's risk and Seller will be responsible for any loss or damage to such property regardless of how such loss or damage occurs. For avoidance of doubt, nothing in this Section prohibits Buyer, for Buyer's sole benefit, to insure such material, tools, models, designs, patterns, drawings, and other personal property (including Goods) against any loss or damage. Seller further agrees that the purchasing of any insurance hereunder (whether by Seller or Buyer) shall not otherwise relieve Seller from any of its liability to Buyer under this Order. Further, the purchase or furnishing of any insurance by the Seller or Buyer on Goods in transit shall not alter the provision hereof that legal title to the Goods shall remain in Seller until delivered per the INCO term (2010) set forth in the Order.
- b. On waterborne shipments, Seller shall also insure against marine perils, on an all risk basis, including war and terrorism risk, at a minimum of invoice value plus freight and charges and 10% added thereto plus insurance premium.
- c. All insurance that Seller is required to obtain pursuant to this Section X shall be primary and non-contributory and name Buyer as an additional insured and shall provide for a waiver of subrogation in favor of the Buyer.

XI. Tools and Materials

- a. Title to, and the right to immediate possession of all material, tools, models, designs, patterns, drawings, and other personal property (including Goods) belonging to Buyer, or furnished by Buyer to Seller for use in performance hereunder, or paid for by Buyer (collectively, "Buyer's Property") shall be and remain in Buyer at all times and Buyer does not guaranty or warranty the accuracy or performance of any such Buyer's Property. Upon termination or completion of the Order, all Buyer's Property and all spoiled or surplus Goods shall be returned free of charge to Buyer. All material, tools, models, designs, patterns, drawings, and other personal property developed by Seller and used in the performance of the Order is also Buyer's Property unless otherwise agreed on in the Order, and shall be delivered to Buyer at Seller's cost, at Buyer's discretion, upon completion of performance by the Seller hereunder. Seller assumes responsibility for and liability for any loss of and damage to any such property while in Seller's possession, and until returned to Buyer.
- b. All tooling maintenance and refurbishment is paid for by Seller, unless otherwise agreed to in writing by the Buyer.
- c. Tooling must be labeled the property of the owner.
- d. Seller affirmatively waives any lien, whether based in statute or common law, that Seller might otherwise have on any Goods, Buyer's Property or any property owned by Buyer's customer, for work done thereon, with or otherwise. Seller will assign to Buyer any claims against third parties with respect to Buyer's Property.

XII. Confidentiality

- a. Seller shall treat as strictly confidential all of Buyer's proprietary information, including, without limitation, (1) any written specifications for the Goods and the processing of the Goods; (2) any other business or technical information furnished by Buyer, including without limitation, knowhow, all oral or written information relating to the Goods or information relating to Buyer's customers, suppliers, business practices, products, designs, inventions, trade secrets or research and development; and (3) the terms and conditions of these Terms, this Order and/or any other agreement between Buyer and Seller, volumes and usages of Goods ((1)-(3), collectively "Confidential Information"). Seller agrees to safeguard the Confidential Information and not disclose it without Buyer's written consent. Seller will use efforts that, at a minimum, are consistent with those used in the protections of its own proprietary information of a similar nature, to prevent its disclosure to third parties. Seller agrees to cause its employees, "contractors," officers, directors, agents and representatives to be bound by and comply with the foregoing restrictions regarding the use or disclosure of such confidential and proprietary information.

XIII. Termination for Default

- a. The occurrence of any one or more of the following events shall constitute an "Event of Default": (1) any failure of Seller to deliver any Goods or perform any Services, when, as,

and in the manner required by the Order; (2) disqualification of Seller as an approved supplier to Buyer or any of Buyer's customers; (3) any breach of or failure by Seller to perform or comply with any other term, provision, or obligation under the Order; (4) the occurrence of, or the taking of any action by Seller for the purpose of effecting or facilitating, any of the following: (a) the suspension, dissolution or winding-up of Seller's business, (b) Seller's insolvency, or its inability to pay debts, or its nonpayment of debts, as they become due, (c) the institution of reorganization, bankruptcy, liquidation or other such proceedings by or against Seller or the appointment of a custodian, trustee, receiver or similar person for Seller's properties or business, or (d) an assignment by Seller for the benefit of its creditors.

- b. The Seller will notify the Buyer of the occurrence of an Event of Default in a timely manner.
- c. Upon the occurrence of an Event of Default, Buyer may, by notice to Seller, and at any time or times, take any, some, or all of the following actions: (i) terminate the Order, in whole or in part; (ii) produce or provide itself, or procure from other sources, any Goods or Services that Seller previously produced or provided under the Order and recover from Seller the difference between the Order price and the aggregate of all costs and expenses of any nature, including, without limitation, administrative and other indirect costs, paid or incurred by Buyer to produce, provide, or procure from other sources such Goods or Services; (iii) enter upon the premises of Seller and/or its subcontractors and suppliers, and take immediate possession of all of Buyer's Property; (iv) require Seller to turn over any or all completed Work, work in process, raw materials, inventory, components, and supplies, and Seller's dies, tools, jigs, fixtures, equipment and patterns, used in the performance of the Order; and/or (v) exercise any other legal or equitable remedies Buyer may have. Buyer may take the foregoing actions without incurring any cost or liability to Seller, provided that Seller shall be entitled to compensation in the amount of the unpaid agreed price for any Goods completed, delivered and accepted by Buyer prior to termination, such compensation to be provided in the form of a setoff against any damages payable to Buyer as a result of any Event of Default or any other amounts owed to Buyer by Seller under the Order. In accordance with the previous sentence, Buyer shall determine the amount of compensation, if any, due Seller with respect to such termination and such determination shall be final. Upon termination, Buyer shall retain each and every claim and demand it may have or acquire against the Seller as a result of any Event of Default. If Buyer exercises any termination rights under this Section and it is later determined that no Event of Default occurred or that termination was not otherwise proper hereunder, Buyer's action shall be treated as a Termination for Convenience under the following Section.
- d. Seller shall reimburse Buyer for all actual attorneys' fees it incurs in any action arising out of this Order, unless Seller is the prevailing party.

XIV. Termination for Convenience

- a. Buyer may terminate the Order at any time at its option in whole or in part for its convenience without penalty to Buyer, by giving written notice to the Seller. Any partial termination shall not alter or affect the terms of the Order with respect to, or result in a

change to the price of Work not terminated. After receipt of such notice, unless otherwise directed by Buyer, Seller shall: (1) immediately discontinue all terminated Work; (2) if so directed by Buyer, transfer title and deliver to Buyer all (a) completed Work, (b) work in process, and (c) materials produced or acquired in connection with such Work, which conform to the requirements of the Order, does not exceed the Work authorized by Buyer, and cannot otherwise reasonably be used by Seller; and (3) take all action necessary to protect all property and Work in Seller's or its subcontractors' or suppliers' possession in which Buyer has or may acquire an interest. Within ten (10) days of termination, Seller shall submit to Buyer its termination claim. Buyer's liability for any claim shall be limited to: (i) the unpaid Order price for Goods or Services completed, delivered and accepted by Buyer prior to termination; (ii) if and to the extent so specified in the termination notice or otherwise by Buyer, the unpaid Order price for Goods or Services completed, delivered and accepted by Buyer after the termination; and (iii) if and to the extent so specified in the termination notice or otherwise by Buyer, the reasonable value or cost (whichever is less) of any finished Goods or materials incurred by Seller to fill Buyer's firm releases. However, under no circumstances will Buyer reimburse Seller for more than two weeks' worth of finished goods and two weeks' worth of raw material inventory. If Buyer terminates the Order pursuant to this Section XIV, Buyer's total liability, and Seller's sole and exclusive remedy, is set forth in (i) – (iii) above. Seller's failure to submit a timely and supported termination claim shall be deemed a waiver of all of its remedies stated in this Section.

XV. Transition

- a. Following expiration or termination of the Order by either party for any reason and notwithstanding any claimed or actual breach of any obligation by Buyer, Seller will cooperate in the transition of supply to a successor supplier, including the following, which will collectively be referred to as 'Transition Support:'
- (1) Seller will continue production and delivery of all Goods as ordered by Buyer, at the prices and other terms stated in the 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 Goods as needed;
 - (2) 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 Goods and components; and
 - (3) Seller will provide overtime production, storage and/or management of extra inventory of Goods, extraordinary packaging and transportation and other special services as expressly requested by Buyer in writing. If the transition occurs for reasons other than Seller's termination for default, Buyer will, at the end of the transition period, pay the reasonable, actual cost of the assistance provided under this Section, provided that Seller has advised Buyer prior to incurring such amounts of its estimate of such costs. If the parties disagree on the cost of Transition Support, Buyer will pay the agreed portion to Seller, and Seller will

accept the agreed portion without prejudice to Seller's right to seek to recover any disputed amounts.

XVI. Assignment

- a. Seller's rights, claims, obligations and duties under the Order may not be assigned, transferred or delegated, by operation of law or otherwise, without the express written consent of Buyer, which consent may be withheld in the sole discretion of Buyer. The prohibition set forth in this Section includes, without limitation (and the following shall be deemed to be "assignments" for which the consent of Buyer is required): (1) a consolidation or merger of Seller; (2) any direct or indirect change in the beneficial ownership or voting rights of more than fifty percent (50%) (measured individually or cumulatively since the date of the Order) of the ownership or voting interests of Seller; (3) any assignment or transfer which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other significant change in corporate or proprietary structure; and (4) the sale, assignment or transfer of all or substantially all of the assets of Seller.

XVII. Waiver / Remedies

- a. The waiver by one party of any breach of the Order or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Order, and shall not be construed to be a waiver of any term. No waiver or modification by Buyer of any provision of the Order shall be effective unless in writing and signed by a duly authorized officer or representative of Buyer. All rights and remedies herein given to Buyer are cumulative and are in addition to every remedy available now or hereafter existing at law, in equity, or by statute.
- b. In no event, and regardless of the nature of the claim or legal theory asserted by Seller, will Buyer be liable for payments owed to Seller's subcontractors or for loss of anticipated profits (whether construed as a consequential damage or otherwise), indirect, incidental, reliance or consequential damages, unabsorbed overhead, interest, product development or engineering costs, facilities and equipment costs or rental, unrecovered depreciation costs, or general and administrative burden charges.

XVIII. Severability

- a. If any provision of the Order shall contravene or be invalid under the laws of any particular state, country, or jurisdiction which may be applicable, such contravention shall not invalidate the entire Order, but it shall be construed as if not containing the particular provision or provisions held to be invalid in that particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

XIX. Choice of Law / Limitations of Actions

- a. Regardless of the place of its execution or performance, the Order is to be governed by and construed according to the laws of the state of Illinois, without regard to the conflict of laws principles specified therein, and Seller consents to the exclusive jurisdiction of and venue in any state court located in Lake County, Illinois, or, if subject matter jurisdiction is met, the United States District Court – Northern District of Illinois in any action arising out of the Order, and waives any objection relating to such jurisdiction and venue. Unless exempted, the Equal Opportunity Clauses as set forth in 41 CFR 60-1.4 (a) 41 CFR 60-225.5 (a), 41 CFR 60-300.5 (a) and 41 CFR 60-741.5 (a) as well as the provisions of 41 CFR 61-250.10, 41 CFR 61-300.10 and 29 CFR Part 471, Appendix A to subpart A, are incorporated by reference as terms and conditions of this agreement and are binding on Seller. Seller and its subcontractors / vendors also may be required to prepare written affirmative action programs as set forth at 41 CFR 60- 2.1 and/or otherwise comply with the regulations at 41 CFR Part 60.
- b. Any and all proceeding(s) by Seller for breach of the Order or asserting any other right against Buyer arising from or in connection with the Order cannot be filed nor maintained by Seller unless it is commenced within one year after the cause of action has accrued.

XX. Force Majeure

- a. Any delay or failure of either party to perform its obligations will be excused if and to the extent that the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority (whether valid or invalid); embargoes; fires; floods, earthquakes, explosions; natural disasters; riots; wars; sabotage; inability to obtain power; or court injunction or order (collectively, "Force Majeure"). For avoidance of doubt, Seller's inability to perform as a result, or delays caused by, Seller's insolvency or lack of financial resources is deemed to be within Seller's control. Further, the change in cost or availability of materials or components based on market conditions, supplier actions, or contract disputes or any labor strike or other labor disruption applicable to Seller or any of its subcontractors or suppliers, will not excuse Seller's performance (under theories of force majeure, commercial impracticability or otherwise), and Seller assumes these risks. As soon as possible (but no more than two business days) after Seller experiences an event constituting a Force Majeure, Seller will provide written notice describing such delay and assuring Buyer of the anticipated duration of the delay and the time that the delay will be cured. During the delay or failure to perform by Seller, Buyer may at its option and without any liability to Seller: (a) purchase Goods and Services from other sources and reduce its schedules to Seller by such quantities; (b) require Seller to deliver to Buyer at Seller's expense all finished goods, work in process and parts and materials produced or acquired for work under the Order; or (c) have Seller provide Goods and Services from other sources in quantities and at a time requested by Buyer and at the price set forth in the Order. If, upon request of Buyer, Seller fails to provide within 10 days (or such shorter period as Buyer requires) adequate assurance that any delay will not exceed 30 days, or if any delay lasts longer than 30 days, Buyer may terminate the Order without liability and Seller shall reimburse Buyer for costs associated with the termination.

XXI. Survival

- a. The termination, cancellation or expiration of the Order shall not affect in any manner the rights and obligations of the parties accruing prior to the date of such termination, cancellation or expiration nor any rights or remedies existing at law or in equity by reason of any breach of any term of the Order which occurred prior to such termination, cancellation or expiration. It is agreed that the obligations of Seller, and Buyer's rights, and any provisions of this Purchase Order necessary for Buyer to fully enforce its rights hereunder, shall survive the termination, expiration, cancellation, or completion of the Order.

XXII. Acceleration / Deceleration / Stop Work

- a. Buyer may, upon written notice to Seller, make changes in its schedules without additional cost, liability, or change to the prices stated in the Order, and Seller shall promptly comply with such changes. Buyer may at any time, without additional cost, liability, or change to the prices stated in the Order, require Seller to stop all or any part of the Work called for by any Order for up to one hundred twenty (120) days ("Stop Work Order"). On receipt of a Stop Work Order, Seller shall promptly comply with its terms and take all reasonable steps to minimize the occurrence of costs arising from the Work covered by the Stop Work Order during the period of Work stoppage. Within the period covered by the Stop Work Order (including any extension thereof), Buyer shall either (1) cancel the Stop Work Order or (2) terminate or cancel the Work covered by the Stop Work Order. In the event the Stop Work Order is canceled by Buyer or the period of the Stop Work Order (including any extension thereof) expires, Seller shall, upon direction from the Buyer, promptly resume Work in accordance with the terms of the Order.

XXIII. Entire Agreement / Amendments / Conflicts

- a. This Order, any separate written contract or agreement between Buyer and Seller referenced in the Order ("Seller Agreement"), all special terms and conditions or supplemental terms incorporated into the Order ("Supplemental Terms"), and these Terms, together constitute the entire agreement between Buyer and Seller regarding the subject matter hereof and supersede all prior agreements or understandings, oral or written, in connection herewith, may not be modified or amended except by written amendments signed by duly authorized representatives of Buyer and Seller, and shall be read, interpreted, and applied as a whole in a manner designed to reflect the overall intent of Buyer and Seller that Seller provide or perform Work in full accordance with the requirements of Buyer and the Order. In the event of any unresolved direct inconsistencies between or among the above documentation, (1) the provision imposing the strictest requirement on Seller, as determined by Buyer, shall take precedence, or, (2) in the absence of the application of the foregoing provision, the order of precedence shall be: the supply agreement (if any) will govern first, the Purchase Order second, any Supplemental Terms third, and these Terms last.

XXIV. Invoices, Packing Lists, and Bills of Lading

- a. For each shipment, Seller shall mail or e-mail to Buyer separate invoices in duplicate together with one copy of Bill of Lading and Packing List.
- b. Overseas Sellers are required to send Advance Shipment Notices.
- c. Sellers are required to use the correct MacLean-Fogg business name on Bill of Lading to comply with Manifest Confidentiality.
- d. Invoices shall have Country of Origin noted on the invoice.
- e. Invoices shall have freight terms, Order Number, Part Number, specific product description, quantity, and Unit Price that matches the Order.
- f. Overseas Sellers, or domestic suppliers as required, shall note the gross and net weight in kilograms on the Packing List
- g. Bill of Lading information, specifically number of packages and total gross weight shall be consistent with the Packing List.
- h. Overseas suppliers, or domestic suppliers as required, shall note any tooling assists on first production order invoice for U.S. Customs purposes.
- i. For CIF and DDP terms, Sellers need to reference non dutiable charges (freight and insurance) on the invoice. Sellers shall provide support invoice for the non dutiable charge and they shall be listed in United States currency.

XXV. Intellectual Property

- a. For purposes of this Section, Intellectual Property is defined as drawings, notes, studies, data, analysis, models, patterns, tools, dies, jigs, specifications, inventions, ideas, trade secrets, patents, copyrights, trademarks and anything else of similar nature. Nothing in these Terms will be construed as granting any right or license to Seller, either express or implied, to any of Buyer's Intellectual Property or Buyer's Confidential Information except for the purposes of Seller performing its obligations to Buyer under this Order. Seller hereby assigns and agrees to assign to Buyer its entire right, title and interest in (if any) to all of its Intellectual Property that relates to the Work and to all applications for patent, domestic and foreign, that may be filed on said Intellectual Property and all patents that may issue or be granted on such applications, and any and all trademarks and copyrights in material related to said Intellectual Property. Seller shall, upon request by Buyer, immediately sign or have signed and deliver to Buyer, without further consideration, any and all documents necessary to effectuate the intent of this Section. Upon expiration or termination (for any reason) of this Order, Seller shall cease all use of Buyer's Intellectual Property and Confidential Information. All copies of Buyer's Confidential Information and Intellectual Property shall be immediately returned to Buyer.

XXVI. Title to Drawing and Specs

- a. Overseas Sellers need to ensure that country of origin markings are on the part itself. The full name of the country is required on the part to be in compliance with U.S. Customs.

XXVII. Definitions: For purposes of these Terms:

- a. "Goods" shall refer to all goods, articles, materials, parts, components, accessories, processing and other items to be sold and all other deliverables to be provided to Buyer under the terms of the Purchase Order.
- b. "Services" shall refer to all services of any nature to be provided to Buyer under the Purchase Order, including designing, assembling and installing any of the Goods.
- c. "Work" shall refer to and include the Goods and the Services.
- d. ASN – Advanced Shipping Notification.

XXVIII. Additional Links

- a. Supplier Requirements Manual – <http://www.macleanfogg.com/>
- b. Customs & Borders Control – www.cbp.gov
- c. Fair Labor Act – <https://www.dol.gov/whd/flsa/>
- d. Dodd-Frank - <http://www.cftc.gov/LawRegulation/DoddFrankAct/index.htm>
- e. Conflict Material – <http://www.macleanfogg.com/>
- f. INCO - www.iccbooks.com