

**Schupan & Sons, Inc.**

**General Terms and Conditions of Sale**

1. Offer and Acceptance.

(a) These General Terms and Conditions of Sale (these “*Terms*”), together with Seller’s Sales Contract and the terms of any other document provided by Seller (as defined below) in which these Terms and Conditions are attached or incorporated (collectively, the “*Agreement*”), apply to and govern (i) any quotation, proposal, or offer to sell (“*Offer*”) made by Schupan & Sons, Inc., a Michigan corporation, or one of its affiliates or subsidiaries (collectively, “*Seller*”), for the sale of Seller’s goods (the “*Goods*”) and (ii) any purchase order or related attachments, schedules, exhibits, designs and drawings (collectively, a “*Purchase Order*”), issued by the buyer-party purchasing the Goods or that party’s subsidiaries and affiliates (collectively, “*Buyer*”). Buyer accepts, and will be deemed to be bound by, the terms of the Agreement upon the first to occur of the following: (A) Buyer’s written acknowledgment of the Agreement in writing; (B) Buyer placing a purchase order with Seller; (C) delivery of the Goods by Seller pursuant to any purchase order or similar type of request by Buyer; (D) acceptance of the Goods by Buyer; or (E) payment for the Goods by Buyer. All Offers are subject to Seller’s approval if made by a salesperson or sales agent.

(b) Buyer’s acceptance is expressly limited to the terms of the Agreement, and the Agreement exclusively governs the sale of Goods by Seller. The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and excludes any agreement, whether written or oral, and any other terms and conditions set forth in any purchase order placed by Buyer or any other document issued or deemed to be issued by Buyer to Seller (including Buyer’s general terms and conditions of purchase), each of which are expressly rejected. Any reference in the Agreement to any request for quotation, request for proposal or any other similar bid document made by Buyer is solely for the purpose of incorporating the description and specifications of the Goods contained in such document, but only to the extent that such description and specifications do not conflict with the description and specifications contained in the Agreement. Any additional, different or conflicting terms proposed by Buyer, whether in Buyer’s purchase order or otherwise, or any attempt by Buyer to vary the terms of the Agreement in any way, are expressly rejected by Seller, are not part of the Agreement and do not apply to the sale of Goods, and are not binding on Seller without the express prior written acceptance of such terms by Seller’s authorized representative.

(c) Notwithstanding anything herein to the contrary: (i) if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with the Agreement; (ii) if there is any inconsistency between these Terms and Seller’s Sales Contract, Seller’s Sales Contract shall prevail as to such inconsistency; and (iii) if there is an effective and applicable confidentiality or nondisclosure agreement between Buyer and Seller, these Terms shall not supersede the confidentiality and nondisclosure obligations therein.

(d) None of the terms, provisions or conditions of the Agreement may be modified, altered or added to except by written instrument signed by a duly authorized representative of Seller. Any agreed upon change will be subject to an equitable adjustment in the purchase price and/or time for performance.

2. Price; Transportation Charges. Prices for the Goods will be as agreed by Seller in a signed writing or, if not agreed, the price specified in Buyer’s Purchase Order and Seller’s order confirmation, as the case may be. Seller’s prices include only transportation, freight and insurance costs, and exclude all other charges, including without limitation, charges at destination, handling, special handling, all federal, state, provincial or local taxes (including sales, use, value-added and excise taxes), assessments, tariffs, duties or any similar fiscal contribution related to the Goods, all of which shall be the sole responsibility of Buyer and payable by Buyer in addition to Seller’s price. Buyer shall have no right to access Seller’s cost or pricing data or other books and records.

3. Payment. Buyer will pay for the Goods without setoff, recoupment or deduction of any kind, in U.S. funds. Payment for the Goods will be due and payable 30 days following the earlier of (a) Buyer’s receipt of Seller’s invoice or (b) Buyer’s receipt of the Goods. Buyer agrees to indemnify and hold harmless Seller from any and all legal fees and costs that may be required to collect any overdue balances. Seller may offset, deduct or recoup any amounts owed by Seller to Buyer against any amounts owed by Buyer to Seller. The remedies contained in this Section 3 are cumulative and shall be in addition to any other remedies available to Seller under the Agreement or applicable law.

4. Delivery: Title and Risk of Loss. Delivery dates are estimates only and are not guaranteed by Seller. Title to the Goods will pass to Buyer upon Seller's receipt of full payment from Buyer; provided that, Buyer shall bear all risk of loss or damage to the Goods upon shipment of such Goods.

5. Excusable Delays. Seller shall not be held liable, or deemed in default, for any failure or delay in fulfilling or performing any of its obligations under the Agreement (including failure to deliver Goods) if such failure or delay is caused by, or results from, acts beyond Seller's reasonable control, including fire, flood, drought, acts of nature, war, hostilities, terrorist threats or acts, riot or other civil unrest, strikes, lockouts, slowdowns or other labor unrest, delay in transportation, shortage of power, unavailability of raw materials, embargo, government action, earthquake, explosion, national or regional emergency, or by acts or omissions of Buyer, including Buyer's failure to promptly comply with the terms of payment.

6. Acceptance and Return of Goods. Buyer will inspect the Goods immediately upon receipt. Unless Buyer provides Seller with written notice stating with specificity any defects, nonconformities or shortages relating to the Goods within 5 days after receipt of the Goods, such Goods will be deemed fully and finally inspected, checked and accepted by Buyer, and any such claims for defects, nonconformities or shortages will be waived by Buyer. Upon acceptance of Goods, Buyer waives any right to revoke such acceptance for any reason, whether known or unknown to Buyer, at the time of acceptance. Buyer will be limited to any available remedies specifically provided in Section 9 for any defect or nonconformance in the Goods after such acceptance. Seller has a reasonable period of time to cure any nonconformity. Goods may not be returned without Seller's prior written return authorization and, once authorized, Buyer may return the Goods solely in accordance with instructions issued by Seller. Failure to follow Seller's return procedures may result in lost Goods, delays, additional service, restocking charges, warranty denial or refusal of a shipment, in each case for which Seller will have no liability. Seller has the right to reject Goods returned without Seller's prior written approval in accordance with this Section 6.

7. Cancellation and Changes. Buyer may not cancel Purchase Orders, change the timing of scheduled shipments or direct temporary suspension of scheduled shipments without Seller's prior written consent. All changes to Purchase Orders must be submitted by Buyer to Seller in writing and will not be effective unless and until Seller consents in writing to the change(s). Seller will advise Buyer in writing of the price and/or delivery schedule impact, if any, of the change request. Seller will not be required to accept any changes without Buyer's written acknowledgement of any price and/or delivery schedule adjustments, if any.

8. Intellectual Property: Use of Trade Names. The Agreement will not be deemed to transfer, assign or license, and Seller will retain all rights, title, ownership and interests in and to, the Goods and any idea, invention, concept, discovery, improvement, work of authorship, patent, copyright, trademark, trade secret, know-how, formula, design, engineering drawing, device, compilation of information, manufacturing method or process, tooling or other intellectual property embodied, used in or otherwise related to the Goods (collectively "***Seller Intellectual Property***"). All Seller Intellectual Property shall be kept confidential by Buyer, and shall not be disclosed, furnished, provided, disseminated or made available to third parties by Buyer without Seller's express written consent. Buyer shall not use any Seller Intellectual Property, in whole or in part, or the Goods, to copy, redesign, reverse engineer, replicate or manufacture (or enable manufacture by itself or any third party) all or any portion of the Goods, products similar to the Goods, or products derived from the Goods, without Seller's express written consent. Except to the extent Seller has consented in a signed writing, Buyer will not advertise or publish that Buyer has purchased Goods from Seller or use any of Seller's trademarks or trade names in Buyer's advertising or promotional materials.

9. Exclusive Remedy. BUYER'S EXCLUSIVE REMEDY AGAINST SELLER, AND SELLER'S SOLE OBLIGATION FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO SELLER'S REPLACING OR REPAIRING THE APPLICABLE GOODS OR, AT SELLER'S OPTION, REFUNDING THE PURCHASE PRICE PAID BY BUYER TO SELLER FOR THE APPLICABLE GOODS. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR DAMAGES IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE APPLICABLE GOODS.

10. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING ANY DIRECT OR INDIRECT LOST PROFITS OR REVENUE REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

11. General Indemnification. Buyer shall defend, indemnify and hold harmless Seller and its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees and Seller's customers (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods sold purchased by Buyer or Buyer's negligence, willful misconduct, breach of the Agreement or claim that use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Buyer shall not enter into any settlement without Seller's or Indemnitee's prior written consent

12. Export; Compliance with Laws. The Goods may be subject to export controls and sanctions laws and regulations of the United States of America, the country of manufacture or the country of shipment, and such export may require a valid export license from one or more governmental authorities. Seller's acceptance of Buyer's Purchase Order and delivery of the Goods is conditioned on Buyer's compliance with applicable export controls and sanctions laws and regulations. No Goods sold to Buyer may be exported or re-exported unless such export or re-export complies fully with all applicable export controls and sanctions laws and regulations, and Buyer shall not violate any such laws or regulations, nor cause Seller to be in violation of such laws or regulations. Buyer is in compliance with and shall comply with all applicable laws, regulations and ordinances. Buyer has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement. Buyer is now and shall comply with all sanctions, export and import laws of all countries involved in the purchase of the Goods. Buyer will not (a) offer, promise or provide (or authorize the offer, promise or provision of), directly or indirectly, anything of value to any government official, political party official, political candidate, or employee thereof, or to any other third party, for the purpose of influencing any act or decision or obtaining any improper benefit or advantage or (b) take any other action that would violate the U.S. Foreign Corrupt Practices Act or other applicable anti-corruption laws. Buyer warrants and represents that it does not engage in or condone the unlawful employment or exploitation of children in the workplace, nor engage in or condone the use of forced labor. Buyer respects the privacy of Seller's information and confirms that it has implemented and maintains adequate data security measures and policies in accordance with applicable laws. Seller may terminate the Purchase Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods.

13. Waiver. No waiver by any party of any of the provisions of the Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. Assignment. Buyer shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 14 shall be null and void. No assignment or delegation shall relieve Buyer of any of its obligations hereunder.

15. Governing Law; Submission to Jurisdiction. All matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from applying to the Agreement. Any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the federal courts of the United States of America located in the State of Michigan or the courts of the State of Michigan, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

16. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Offer or Purchase Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested,

postage prepaid). Except as otherwise provided in the Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section 16.

17. Miscellaneous. The Offer and Purchase Order are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The rights and remedies under the Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from the Agreement. Provisions of the Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Agreement.