

1. PURCHASE ORDER– Seller agrees to sell the Goods referenced in Buyer’s Purchase Order (the “**PO**”) at the times and in accordance with the terms of the PO, including the terms and conditions appearing herein, which are incorporated by reference into the PO (“**Terms**”; together with the PO, the “**Agreement**”). Buyer’s offer to purchase the Goods from Seller, and Seller’s acceptance of the offer, is expressly limited to the terms and conditions of the Agreement. Seller’s express and affirmative assent to the Agreement shall be conclusively presumed from Seller’s performance, in whole or in part, under the Agreement. Seller agrees that the terms and conditions set forth in this Agreement are the only terms and conditions that govern the purchase and sale of the Goods, and that the Agreement supersedes and prevails over any additional, conflicting, or different terms or conditions contained in or incorporated by reference into Seller’s confirmations, invoices, other communications, or offer to sell the Goods. Any additional, conflicting, or different terms or conditions, or any other attempt by Seller to modify, supersede, supplement, or otherwise alter this Agreement are hereby objected to and rejected by Buyer. The “**Goods**” shall mean any goods that comply with Seller’s Warranty (including any part or parts thereof) specified in the PO to be purchased by Buyer from Seller and shall include any services related thereto.

2. DELIVERY, RISK, AND TITLE – The Goods shall be delivered to the facility referenced in the PO. Title and risk of loss or damage to the Goods shall pass from Seller to Buyer in accordance with the applicable delivery term specified in the PO. Shipping and delivery charges shall be made in accordance with the Incoterm specified in the PO. All shipments on which freight charges are due must be prepaid. Collect shipments will not be accepted. Buyer’s PO number must appear on the outside of each package and on all packing slips, invoices, and associated paperwork. A packing slip must be included with each shipment.

3. INSPECTIONS AND RETURNS – Goods are subject to Buyer’s inspection and approval at destination, although there shall be no affirmative obligation on Buyer to so inspect and approve, and payment therefor by Buyer shall not constitute acceptance. Rejected Goods and Goods that are the subject of any warranty claim will be returned at Seller’s risk and all handling and shipping costs from and to Seller’s premises shall be borne by Seller. Seller shall promptly reimburse Buyer for all shipping and handling costs paid by Buyer to return such Goods.

4. SCHEDULE – Time is of the essence, and delivery of Goods must be made in accordance with the schedule set forth in the PO (the “**Schedule**”). If

accelerated shipping means are required to meet the Schedule, or to minimize the lateness of delivery of Goods, excess shipping charges shall be borne by Seller. Buyer reserves the right to refuse delivery of Goods in installments, and, if Buyer accepts delivery of Goods in installments, to defer payment without interest or penalty until shipment is completed. Without limitation of the foregoing, Seller shall notify Buyer promptly of any delays or threatened delays in the performance of the Agreement.

5. PRICES, PAYMENT TERMS, TAXES – Prices for all Goods are as noted on the PO (the “**Price**”) and may not be increased without the prior written consent of Buyer. Unless otherwise specified in the PO, Buyer will pay all invoices from Seller (“**Invoice**”) within 90 days after receipt of Seller’s invoice. Discount terms provided for early payment of invoiced amounts shall be calculated from the date on which the invoice is received by Buyer. Except as may be otherwise provided in the PO, the Price includes all federal, state, and local taxes, duties, or other fees imposed by a governmental authority.

6. MODIFICATION – Unless otherwise agreed by Buyer in writing or permitted in accordance with this section, quality, quantity and type of Goods shipped under the Agreement shall not deviate from the quality, quantity and type specified in the PO. Buyer shall have the right by written order to make changes in the type, quality or quantity of Goods, provided that the Price and the Schedule shall be adjusted equitably by mutual agreement of Seller and Buyer to reflect any change in cost or delivery caused by such change order. All such adjustments to Price shall be at Seller’s rates in effect for the original work, unless otherwise mutually agreed. If Seller fails to submit a written request for adjustment in Price or Schedule within 10 days after receipt of such change order, it shall be conclusively presumed that no adjustment in Price or Schedule is to be made. Buyer further has the right to cancel all or part of the Agreement, for Buyer’s own convenience, at any time by written notice, and Buyer shall pay reasonable cancellation costs in accordance with industry practice, provided in no event shall the total charges be in excess of the Price specified herein.

7. SELLER’S WARRANTIES – Seller warrants: (a) all Goods furnished are (i) to be free from defects in materials or workmanship, (ii) to be of merchantable quality, (iii) to conform to all Specifications and (iv) to be fit for the intended purposes (as indicated on the PO, or if it is not so indicated, as indicated by Buyer to Seller by means of any communication, written or oral) and (b) all Goods delivered hereunder, not of Buyer’s design,

will not infringe any patents. The term “**Specifications**” shall mean all specifications, drawings, samples, models, diagrams, bulletins, engineering sheets or other materials provided by one Party to the other Party (Seller agrees that in the event of a conflict between Specifications provided by Buyer and Specifications provided by Seller, Specifications provided by Buyer shall control). All warranties herein shall (I) survive Buyer’s acceptance and payment, (II) inure to the benefit of Buyer, its successors, assigns and customers, (III) be construed as conditions as well as warranties and (IV) be in addition to, and not in lieu of, any warranties of Seller arising under Applicable Laws. Notice of any warranty claim or of any defect may be given at any time within one (1) year after receipt of such Goods by Buyer. Seller shall promptly pay on Buyer’s behalf, or if Buyer pays, shall reimburse Buyer for, any and all damages, costs or expenses, including transportation charges, sustained or incurred by Buyer as a result of defect or breach of warranty.

8. INDEMNIFICATION – Seller shall indemnify, defend, and hold Buyer, its successors, assigns and agents, its affiliated, associated, parent and subsidiary companies and its and their officers, directors, agents and employees harmless from and against all liability, cost and expense for third party claims arising from (a) any actual or alleged misrepresentation, breach of warranty or non-fulfillment of any obligation or covenant made by Seller, or (b) any actual or alleged negligent or grossly negligent act or omission of, or any misconduct by, Seller or its representatives, agents, employees or contractors occurring, directly or indirectly, in connection with the performance of the transactions contemplated by the Agreement, except to the extent that any such claim was caused by the gross negligence or willful misconduct of Buyer.

9. SELLER DEFAULT – Seller shall be in default upon the occurrence of any one or more of the following events: (a) failure by Seller to deliver all Goods in accordance with the Schedule and with the provisions of the Agreement; (b) failure by Seller to observe and perform fully any other material term, covenant or agreement contained in the Agreement and such failure continues for a period of 30 days after Seller is given written notice specifying the nature of such failure and requesting that it be remedied; (c) Seller makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any receiver or trustee for it or a substantial part of its property, commences any proceeding relating to it under any reorganization, arrangement, readjustment of debt,

dissolution or liquidating law or statute of any jurisdiction, or if there is commenced against it any such bankruptcy proceeding that remains undismissed for a period of 60 days, or if by any act indicates its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver of or any trustee for it or a substantial part of its property or suffers any such receivership or trusteeship to continue undischarged for a period of 60 days; (d) any representation made by or on behalf of Seller in the Agreement or in any certificate, application or other document delivered by or on behalf of Seller to Buyer is inaccurate, false or misleading; or (e) breach by Seller or any affiliate of Seller of any material term or condition of any other agreement it may have with Buyer at any time during the term of the Agreement, which breach continues beyond any applicable grace period. Upon the occurrence of a default, Buyer shall have the right to (i) terminate the Agreement upon providing written notice to Seller, or (ii) pursue any other remedy available under Applicable Law or permitted in accordance with the Agreement. Buyer shall be entitled to a decree compelling specific performance with respect to, and shall be entitled, without the necessity of filing any bond, to the restraint by injunction or temporary restraining order of any actual or threatened breach of any material obligation of Seller under the Agreement to the extent permitted by a court of competent jurisdiction. Except if an exclusive or sole remedy is expressly set forth in these Terms or elsewhere in the Agreement with respect to a particular situation, the rights of Buyer under the Agreement are cumulative and no exercise or enforcement by Buyer of any remedy under the Agreement shall preclude the exercise or enforcement by Buyer of any other right or remedy under the Agreement or to which Buyer is entitled by law.

10. COSTS, ATTORNEYS’ FEES – Seller agrees to pay promptly on demand all reasonable costs and expenses incurred in connection with any advice sought or action taken to interpret or enforce any of the covenants, conditions, agreements or provisions of, the Agreement, including Buyer’s reasonable attorneys’ fees, the fees and costs of expert witnesses, and legal and court costs, including any incurred on appeal or in connection with bankruptcy or insolvency, whether or not any lawsuit or proceeding is ever filed with respect hereto.

11. GOVERNMENTAL REQUIREMENTS – All orders for Goods are booked subject to the approval of all Governmental Authorities. Buyer shall have the right to cancel the Goods ordered in full or partially

if any Governmental Authority should impose any new tax of any kind whatsoever relating to the purchase, export, and/or import of the Goods, unless Seller agrees in writing to compensate Buyer for such taxes. Each of Buyer and Seller shall, and shall cause its employees, agents and invitees to, comply fully with all Applicable Laws in connection with the exercise of its rights and fulfillment of its obligations under the Agreement. No provision of the Agreement shall require either Buyer or Seller to take any action inconsistent with or which would violate any Applicable Law. “**Applicable Law(s)**” shall mean any law (including common law), statute, act, decree, ordinance, rule, directive (to the extent having the force of law), order, treaty, code or regulation or any interpretation of any of the foregoing, as enacted, issued or promulgated by any Governmental Authority and as amended, supplemented or otherwise modified and in effect from time to time, including any replacement thereof. “**Governmental Authority**” shall mean the government of the country in which the Goods are sold, the government of the United States, any state or political subdivision thereof, and any other governmental authority, instrumentality, agency, or commission, domestic or foreign, including without limitation any court, tribunal, administrative agency or board thereof.

12. RELATIONSHIP OF THE PARTIES; THIRD-PARTY BENEFICIARIES – Each of Buyer and Seller (individually, a “**Party**” and collectively, the “**Parties**”) is, and shall at all times be deemed to be, an independent contracting party, and nothing contained herein or done pursuant hereto shall be construed to create any relationship of principal and agent or employer and employee among any of them or to make any of them partners or joint venturers. All indemnified parties that are not parties to the Agreement shall be third-party beneficiaries of the Agreement.

13. ASSIGNMENT; BINDING EFFECT – Seller shall have no right to transfer, assign, participate out or encumber its rights under the Agreement to any other party, directly or indirectly, without the prior written consent of Buyer. Any change of control of Seller shall be deemed to be an assignment of the Agreement. The Agreement is for the benefit of, and may be enforced only by, Buyer, Seller and the indemnified parties, and is not for the benefit of, and may not be enforced by, any other entity or person.

14. HEADINGS; INTERPRETATION – Headings are supplied for convenience only and are not to be construed as an interpretation of any of the language of the Agreement. The parties agree that the Agreement shall not be construed against the

drafter.

15. GOVERNING LAW; DISPUTE RESOLUTION –

The Agreement and the transactions contemplated hereby shall be governed by, and construed and enforced in accordance with, the laws of the the State of Michigan without regard to its conflicts of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to the Agreement, these Terms, or any purchase or sale made hereunder. Any dispute, claim or controversy arising out of or relating to the Agreement, including whether the claims asserted are arbitrable, shall be referred to and finally determined by arbitration under the Commercial Arbitration Rules of the American Arbitration Association, which, except as expressly provided herein, shall have exclusive jurisdiction for any dispute, claim or controversy arising out of or relating to the Agreement or the transactions contemplated hereby. The tribunal shall consist of one arbitrator, unless the claim amount exceeds \$1,000,000.00, in which case the tribunal shall consist of three arbitrators. The place of arbitration shall be [], Michigan. The language to be used in the arbitral proceedings shall be English. The arbitrator shall not have the jurisdiction to award multiple or punitive damages and/or attorneys’ fees (unless an express provision of these Terms permits otherwise). The arbitrator shall not have the jurisdiction to consolidate the arbitration proceeding with any other arbitration or to join any parties in the arbitration who are not parties to the Agreement. Except as otherwise specifically limited in the Agreement, the arbitral tribunal shall have the power to grant any remedy or relief that it deems appropriate, whether provisional or final, including but not limited to conservatory relief and injunctive relief, and any such measures ordered by the arbitral tribunal shall, to the extent permitted by Applicable Law, be deemed to be a final award on the subject matter of the measures and shall be enforceable as such. Each of Buyer and Seller retains the right to apply to a court of competent jurisdiction (as set forth in Section 17) for provisional and/or conservatory relief, including pre-arbitral attachments or injunctions, and such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. Each of Buyer and Seller specifically waives the right to participate in a representative capacity or as a member of any class of claimants pertaining to dispute, claim or controversy arising out of or relating to the Agreement or the transactions contemplated hereby. The Parties understand that the arbitrator’s decision will be final and binding, and that certain rights that a Party may have in a court

proceeding may not be available in arbitration.

16. NOTICE – All notices and other communications hereunder shall be in writing, in English and shall be deemed to have been given (a) when personally delivered ; (b) four (4) business days after mailing to the respective address set forth in the PO, postage prepaid, by certified mail; (c) when delivered (and receipted for) by a courier service to the respective address set forth in the PO; or (d) when delivered by email to the respective address set forth in the PO, provided that the recipient, by a notice delivered to sender in accordance with this section (with the understanding that an automatic “read receipt” does not constitute acknowledgement of an email for purposes of this Section), acknowledges having received such email. Each Party may change the address(es) for the giving of notices and communications to it, and/or copies thereof, by written notice to the other Party in conformity with the foregoing.

17. CONSENT TO JURISDICTION; SERVICE OF PROCESS – THE PARTIES HEREBY AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MICHIGAN FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THE AGREEMENT AND/OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY HEREBY AGREES THAT SERVICE OF PROCESS WITH RESPECT TO ALL STATE AND FEDERAL COURTS LOCATED IN THE STATE OF MICHIGAN MAY BE MADE BY REGISTERED MAIL TO IT IN THE MANNER SET FORTH IN THE AGREEMENT. NOTHING HEREIN IS INTENDED TO DEROGATE FROM THE OBLIGATION OF THE PARTIES TO SUBMIT DISPUTES TO ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 15.

18. WAIVER OF JURY TRIAL – EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY SUIT, ACTION OR PROCEEDING EXISTING UNDER OR RELATING TO THE AGREEMENT.

19. ENTIRE UNDERSTANDING – The Agreement contains the entire understanding of the Parties relating to the subject matter contained therein and herein, and supersedes all prior agreements, arrangements or understandings, whether written or oral, with respect to the subject matter contained therein and herein. Any course of prior dealings, promise or condition in connection therewith or

usage of trade not incorporated herein shall not be binding upon either Party

20. WAIVERS; AMENDMENTS – No failure or delay by Buyer in exercising any right, power or privilege hereunder shall operate as a waiver thereof. A waiver of any provision of the Agreement shall be effective only if in writing and signed by the Party to be charged. A waiver of any term or condition of the Agreement in any one or more instances shall not be construed to be a general waiver or a waiver of any other term or condition or a waiver of any subsequent breach. The Agreement may only be amended by a writing signed by all Parties. Except as explicitly stated herein, any consent or approval required to be given by a Party hereunder shall not be unreasonably withheld or delayed by such Party.

21. COUNTERPARTS; ELECTRONIC SIGNATURES – The Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. The Parties agree that the Agreement may be signed electronically (for example, by use of SignNow, DocuSign, or Adobe Sign). Any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of the Agreement. The exchange of copies of the Agreement and of signature pages by facsimile or email shall constitute effective execution and delivery of the Agreement and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile and/or by email shall be deemed to be original signatures for all purposes.

22. SEVERABILITY – If any provision of the Agreement is invalid or unenforceable in any jurisdiction, to the fullest extent permitted by law, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect and enforceable in such jurisdiction and shall be construed in order to carry out the intentions of the Parties as nearly as possible. The invalidity or unenforceability of any provision hereof in one jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

23. LIMITATION OF LIABILITY; CUMULATIVE RIGHTS – Under no circumstances shall Buyer be liable to Seller for any lost profits, loss of business opportunity, or any indirect, incidental, consequential, punitive, special, exemplary, or enhanced damages suffered by Seller from any cause whatever, regardless of whether or not such damages were foreseeable or Buyer was advised of

the possibility of such damages, regardless of the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall Buyer be liable for the cost of any labor or machine time expended on any Goods. Nor shall the total and cumulative amount of Buyer's liability under any circumstance or theory of relief (whether in contract, warranty, tort (including negligence), product liability or other theory) arising out of or relating to this Agreement or the transactions contemplated hereby exceed the Price of the Goods; except that, if a default by Seller (as set forth in Section 9) occurs, and Buyer rejects the Goods, then Buyer's total and cumulative liability shall not exceed the Price. No member, owner, agent, or employee of Buyer shall be personally liable on account of any claim Seller may have under or in connection with the matters contemplated by the Agreement. Except (a) as expressly set forth in the Agreement or (b) with regards to the implied duties of good faith and fair dealing, no Party or affiliate of such Party, nor any member, owner, agent, or employee of such Party or affiliate shall owe any duty under any legal theory, whether in contract, tort, negligence or otherwise, to the other Party or affiliate of the other Party, or any member, owner, agent, or employee of the other Party or its affiliates.

24. DEFAULT INTEREST – Any fees or any other monetary obligations of Seller under the Agreement, including but not limited to attorney's fees, not paid by the date specified in the Agreement shall bear interest accruing from such date at the rate of twelve percent (12%) per annum.

25. SURVIVAL – The provisions of Sections 8 (Indemnification), 9 (Seller Default), 12 (Relationship of the Parties; Third-Party Beneficiaries); 15 (Governing Law; Dispute Resolution); 16 (Notice); 17 (Consent to Jurisdiction; Service of Process); 18 (Waiver of Jury Trial); 21 (Counterparts; Electronic Signature); 22 (Severability); 23 (Limitation of Liability; Cumulative Rights); 26 (Public Announcements); and 27 (Use of Trademarks, Service Marks, Etc.) hereof shall survive the termination and/or expiration of the Agreement.

26. PUBLIC ANNOUNCEMENTS – Without the written consent of Buyer, the Seller shall not make any public disclosure of the Agreement and/or the subject matter hereof (including the fact that Seller is providing or has provided services or products to Buyer) via any medium whatsoever, including without limitation: (a) press release, (b) website, (c) marketing and promotional materials, including

business cards, brochures and presentation materials, and (d) Twitter, Facebook, Instagram and all other social media platforms. The foregoing restriction shall not apply to any disclosure that Seller is required, in the opinion of Seller's counsel, to make by Applicable Law.

27. USE OF TRADEMARKS, SERVICES MARKS, ETC.

– Except to the extent expressly authorized by the Agreement, Seller is not authorized to use the name of, or any trademarks, trade names or logos owned by, Buyer or any of its affiliates in any way, including without limitation, in any marketing presentations or written marketing materials without the prior written approval of the owner of such trademark, service mark, logo or the like.