

**1. ACCEPTANCE AND GOVERNING PROVISIONS.** All purchases by Signicast LLC (“Buyer”) shall be subject to these terms and conditions of purchase (these “Terms and Conditions”). This order is not an acceptance of any offer to sell, but is an offer by Buyer to buy the goods and/or services listed in Buyer’s purchase order from the Seller to which this offer is addressed, subject to these Terms and Conditions. Acceptance of this offer is expressly made conditional on assent to these Terms and Conditions. This offer may be accepted by Seller only within 20 days from the date of this order. Shipment hereunder, or other expressions of acceptance by Seller, within such 20-day period shall constitute a valid acceptance. Upon acceptance, this order shall constitute the entire agreement between the parties (except for any additional warranties given by Seller), superseding any and all previous written and oral communications and negotiations. References herein to “this order” shall mean the purchase order issued by Buyer to Seller, as supplemented by these Terms and Conditions. No additional or different terms or provisions (except additional warranties given by Seller) in any quotation, acknowledgment, invoice, or other form or communication supplied by Seller shall become a part of the contract, and Buyer hereby objects to any and all such terms and provisions. Buyer agrees to purchase the goods described in this order only upon Seller’s complete acceptance of all of the terms and conditions of this order, without modifications or additions. **This offer and any agreement of sale resulting from the acceptance of this offer shall be construed and interpreted in accordance with the internal laws of the State of Wisconsin, U.S.A. THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

**2. PRICES; SECURITY INTEREST.** All prices are firm, and no additional charges will be allowed unless specifically provided for in Buyer’s order. All time periods for determining payment due dates and availability of discounts commence with Buyer’s receipt of the goods or receipt of an invoice, whichever is later. If Buyer is to make any payment before Buyer’s receipt of the goods, Seller grants Buyer a security interest in the goods and all proceeds thereof to secure performance of Seller’s obligations hereunder, and agrees that Buyer may file such financing statements as Buyer may reasonably consider necessary or appropriate to perfect its security interest. Seller agrees that Buyer may, at any time, without prior notice to Seller, set off the amount of any liability owed by it to Seller against any liability of Seller to Buyer, whether or not then due.

**3. DELIVERY SCHEDULE.** Buyer requires 100% on time delivery. Seller shall deliver the goods, in the quantities and within the time, which is of the essence, in accordance with the specifications (as well as the samples approved by Buyer, if any) and at the prices specified on Buyer’s order or in any document attached thereto or referred to therein. Failure of Seller to comply with any such requirements shall entitle Buyer, in addition to any other rights or remedies, to cancel this order and be relieved of all liability to Seller for any undelivered portion. Seller shall not unreasonably anticipate delivery by purchasing materials or manufacturing quantities in excess of what is reasonably required to meet Buyer’s delivery schedule. Items received in advance of Buyer’s delivery schedule may, at Buyer’s option, be returned at Seller’s expense or be accepted and payment withheld until the date on which payment would have been due had the items been delivered on the scheduled delivery date.

**4. PACKING AND SHIPPING.** All items shall be suitably packed, marked conspicuously with Buyer’s purchase order and release numbers, and shipped in accordance with the shipping instructions specified in this order and otherwise in accordance with the requirements of common carriers so as to obtain the lowest transportation cost. Buyer shall have

the right to route all shipments. No charge shall be made to Buyer for packaging, boxing, or cartage unless separately itemized on the face of Buyer's order. Seller shall be liable to Buyer for any loss or damage resulting from Seller's failure to act so as to provide adequate protection during shipment. Additional expenses, charges or claims incurred as a result of deviation from the specified route, non-compliance with other shipping instructions or improper description of the shipment in shipping documents shall be Seller's responsibility. Unless otherwise specified on Buyer's order, all goods purchased hereunder shall be delivered F.O.B. Buyer's plant. Regardless of shipping terms, all risk that the ordered goods may be lost, damaged or delayed in transit shall be borne solely by Seller until conforming goods have been actually received, inspected and accepted by Buyer.

**5. SHIPPING ERRORS.** All of Buyer's orders designate the proper receiving location within Signicast. If any complete or partial order is delivered to other than the designated plant, the error will be recorded. This includes instances in which the wrong part is shipped to Buyer. **Buyer will assess and Seller shall pay a \$25 fee for each order shipped to the incorrect plant.**

**6. PAPERWORK.** Seller's failure to mark paperwork furnished to Buyer with Buyer's release number will be penalized, because it takes Buyer additional time and effort to receive the shipment without this number. **Buyer will assess and Seller shall pay a \$25 fee for each order shipped with paperwork error(s).** Seller's failure to mark paperwork with Buyer's release number may also delay Buyer's payment for the shipment, and Buyer shall not be responsible for any such delay.

**7. CONFIRMATIONS.** There is no need for Seller to confirm orders placed when there are no discrepancies on the purchase order. Seller should not send back a confirmation unless Seller cannot meet Buyer's price or delivery due date.

**8. INSPECTION.** Seller agrees to permit Buyer to have access to Seller's facilities at all reasonable times for the purpose of inspecting any goods set forth in this order or work in progress for production of such goods. All items are subject to final inspection and approval at Buyer's plant or other place designated by Buyer. Such inspection shall be made within a reasonable time after delivery, irrespective of the date of payment. Notwithstanding any payment that may be made, no goods shall be deemed accepted until Buyer has had a reasonable opportunity to inspect them (not less than 10 days). Buyer's inspection shall not constitute a waiver of the right of subsequent rejection by reason of any undiscovered or latent defect. Buyer may return rejected items at Seller's expense. Seller shall not replace items returned as defective unless so directed by Buyer in writing.

**9. QUALITY REQUIREMENTS & COMPETITIVENESS.** **Buyer requires zero defects.** AIAG, ISO-9000, TS-16949 or compatible quality systems are made part of this order, if applicable. This order is subject to Seller maintaining competitiveness in quality, delivery, financial stability and unit pricing, and Buyer's willingness to proceed with this agreement is conditioned upon Seller's maintaining such competitiveness. Buyer reserves the right to cancel this order if any of these terms are not met.

**10. CHANGES.** By change orders issued to Seller, Buyer may make changes in drawings, specifications, quantities, delivery schedules, and/or methods of shipment or packaging on any item at any time. If any such change(s) cause an increase or decrease in the cost or the time required for performance of this order, an equitable adjustment of price and/or delivery schedules may be made, or Buyer may, at its option, terminate this order pursuant to paragraph 15 hereof if agreement on an equitable adjustment cannot be reached. Any claim for

equitable adjustment under this paragraph shall be deemed waived unless asserted by Seller in writing within ten days of Seller's receipt of Buyer's change order. This order, together with any change orders or instructions, shall constitute one contract. Price increases or extensions of time for delivery shall not be binding on Buyer unless agreed to in a writing signed by Buyer.

**11. WARRANTY.** In addition to Seller's standard warranty and/or service guaranty, and in addition to all express and implied warranties granted by law, Seller warrants that all goods and services supplied hereunder shall: (i) be free and clear of all liens and encumbrances, good and merchantable title thereto being in the Seller; (ii) be free from defects in design, material and workmanship and be of good and merchantable quality; (iii) conform exactly to Buyer's specifications or the sample approved by Buyer, as the case may be; (iv) be fit for their intended purposes, which purposes Seller acknowledges it is aware of; and (v) comply and have been produced, processed, packaged, labeled, delivered and sold in conformity with all applicable federal, state and other laws, rules, regulations and orders. The foregoing warranties shall survive inspection, delivery and payment and shall run in favor of Buyer and its customers (whether direct or indirect).

Seller shall be responsible for any and all losses, liabilities, damages and expenses, including but not limited to incidental and consequential damages, and including without limitation attorneys' fees and legal costs, which Buyer may sustain or incur as a result of any breach of any of the foregoing warranties, or as a result of any other breach of contract by Seller.

**12. NON-ASSIGNABILITY.** Seller shall not assign, delegate or sublet this order or any of the work to be done hereunder without the prior written consent of Buyer; but this provision shall not restrict Seller in the procurement of component parts or materials. If this order shall be terminated by Buyer without cause, Buyer's liability to Seller with respect to such component parts or materials shall not exceed the amount for which Seller would be liable to its supplier or suppliers if such liability were determined on the basis of a termination without cause under paragraph 15 hereof.

**13. TAXES.** Buyer shall not be liable for any federal, state or local taxes, duties, customs or assessments in connection with the sale, purchase, transportation, use, or possession of the goods ordered hereunder, except those expressly set forth on the face of Buyer's order.

**14. INDEMNITY.** Seller warrants that the sale or use of goods furnished hereunder will not infringe or contribute to infringement of any patent, copyright, trademark, trade secret or other proprietary right or subject Buyer or its customers (direct or indirect) to royalties in the United States or elsewhere. Seller shall indemnify and hold harmless Buyer, its successors and assigns and its customers (whether direct or indirect), from and against any and all losses, liabilities, damages and expenses (including attorneys' fees and legal costs) which they, or any of them, may sustain or incur as a result of a breach of this warranty. Seller shall also indemnify and hold harmless Buyer, its successors and assigns and its customers (whether direct or indirect), from and against any and all losses, liabilities, damages and expenses (including attorneys' fees and legal costs) which they, or any of them, may sustain or incur as a result of any claim of negligence, breach of warranty, personal injury or death, strict liability in tort, or based on any other theory of law or equity, in connection with the goods or services furnished by Seller, or as a result of any claim that the goods or services furnished by Seller fail to conform to or comply with any federal, state or local laws, regulations, rules or orders, except any such claims as may be caused solely by the negligence of Buyer and/or its customers.

**15. TERMINATION/CANCELLATION.** Buyer shall have the right to terminate this order without cause at any time, and in such event Buyer's liability for such termination shall be

limited to Seller's actual out-of-pocket cost for work and materials, applicable solely to this order, which shall have been expended before notice of termination has been received by Seller, reduced by the fair market value of such work-in-process. Buyer shall have the right, without any liability to Seller, to cancel all or any part of this order in the event that Seller fails or is unable to comply with any of the terms or conditions hereof. Such cancellation for cause shall not constitute a waiver of any other right or remedy Buyer may have against Seller for any breach of contract resulting from such non-compliance. The rights and remedies of Buyer set forth in these Terms and Conditions shall be in addition to any rights or remedies that Buyer may otherwise have.

**16. DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION.** Any and all tools, dies, jigs, fixtures, molds, drawings, specifications, processes, photographs and other engineering and manufacturing information supplied to Seller by Buyer, or the cost of which shall have been paid by Buyer or included in the aggregate price of any order, whether or not separately itemized, shall be and remain Buyer's sole and exclusive property, shall be conspicuously identified as such in Seller's records and by physical marking thereon, shall not be used in processing or manufacturing goods for any person or entity other than Buyer, shall be treated by Seller as confidential information, and shall be returned to Buyer upon completion of this order or upon demand. Any information which Seller may disclose to Buyer with respect to the design, manufacturing, sale or use of the goods covered by this order shall be deemed to have been disclosed as part of the consideration for this order, and Seller shall not assert any claim (other than a claim for patent infringement) against Buyer by reason of Buyer's use thereof.

**17. BUYER'S PROPERTY; TOOLS.** Seller shall insure, and bear the risk of loss or damage, of any and all property of Buyer in Seller's possession for performance of this order. Tool charges convey ownership of the tools to Buyer, and Seller shall deliver such tools (and all other property of Buyer) to Buyer on demand.

**18. INSOLVENCY.** Buyer may immediately cancel this order without any liability to Seller in the event of the happening of any of the following, or any other comparable event: the insolvency of Seller; the filing of a voluntary petition in bankruptcy by Seller; the filing of an involuntary petition in bankruptcy against Seller; the appointment of a receiver or trustee for Seller; or the execution of an assignment for the benefit of creditors of Seller; provided that such petition, appointment or assignment if made or filed involuntarily against Seller is not vacated or nullified within fifteen (15) days of such an event.

**19. FORCE MAJEURE.** Either Buyer or Seller may suspend performance during the occurrence of an excusable delay, which shall be defined as: any delay not occasioned by the fault or negligence of the delayed party and which results from acts of God or the public enemy; restrictions, prohibitions, or allocations imposed by governmental authority; embargoes; floods; fires; typhoons; earthquakes; epidemics; unusually severe weather; or other similar causes not within the control of the delayed party. Excusable delays do not, however, include lockout, strikes or labor disputes, shortage of labor, lack of or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. The nonperforming party shall promptly notify the other party of the cause and likely duration of any such delay. Buyer may cancel any deliveries not made as specified or procure goods from another source during any period of suspension or excusable delay.

**20. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS.** If requested by Buyer from time to time, Seller shall promptly furnish Buyer in such form and detail as Buyer may direct: (a) a bill of materials for or list of all ingredients, components or constituents in the goods purchased hereunder, (b) the amount of one or more of such ingredients, components or

constituents, and (c) information concerning any changes in or additions to any such ingredients, components or constituents. Prior to and with the shipment of goods purchased hereunder, Seller agrees to furnish to Buyer in English sufficient written warning and written notice, including appropriate labels on goods, containers and packaging, of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions in English as may be necessary to advise carriers, Buyer and their respective employees as to how to exercise that measure of care and precaution that will best prevent bodily injury and property damage in the handling, transportation, processing, use and/or disposal of the goods, containers and packaging shipped to Buyer.

**21. COMPLIANCE WITH STANDARDS.** Seller hereby certifies that all goods furnished hereunder shall have been produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the U.S. Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the Secretary of Labor issued under Section 14 thereof, and in accordance with all applicable federal, state and local laws and regulations governing general conditions for labor employed in the production of such goods.

**22. WAIVER.** The waiver by Buyer of any of its rights under this order in any one or more instances shall not constitute a waiver by Buyer of any other rights hereunder or of such rights on a future occasion.