

TERMS AND CONDITIONS
Great Lakes Fasteners (GLF) AS BUYER ONLY

1. **ACCEPTANCE:** This Purchase Order (PO), furnished by GLF (Buyer) is not binding upon GLF until Seller has fully performed all obligations set forth herein, which Seller expressly accepts. This PO is valid only for 15 days from date thereof. If the material terms set forth herein cannot be performed within that time, the PO is valid for the time period that GLF has expressly stated in writing.
2. **ENTIRE AGREEMENT:** The PO and these Terms and Conditions of Sale (Terms and Conditions) constitute the final, complete and exclusive expression of the parties' agreement (Agreement). Manufacturer (Seller) hereby expressly waives any provisions or terms contrary to this Agreement, including but not limited to any additional terms relating to limitation of warranties, damages, interest, manner of performance, Seller's right to attorneys' fees, consequential damages, or liquidated damages. Seller stipulates that any provisions of Seller's Agreement, which are additional or contrary to the PO or these Terms and Conditions, shall be deemed to be of no effect. Even if GLF acknowledges or accepts Seller's Agreement, any and all modifications to this Agreement may only be made by a written instrument signed by one of GLF officers specifically referring to the accepted modified terms.
3. **CANCELLATION:** After acceptance by GLF, no PO shall be subject to cancellation by Seller except with GLF's express written consent and upon terms that will indemnify GLF against all direct, incidental and consequential losses or damage.
4. **TERMS OF PAYMENT:** Seller agrees to receive payment within 45 days of delivery of the completed products subject of this PO, FOB GLF's warehouse. Seller consents to any form of payment including cash, debit, ACH transfer, business check, certified check, or any other commercial reasonable means of payment. All payments shall be in U.S. money unless specifically stated otherwise and endorsed by GLF's officer. Seller agrees that GLF shall not be obligated to pay interest, service charges, or collection costs and fees for GLF's failure to make timely payment. Seller acknowledges that this provision supersedes any of Seller's terms to the contrary unless agreed to by GLF in a signed writing.
5. **TAXES:** Any tax imposed on the sale of Products shall disclosed at the time the sale price is agreed upon and itemized as a separate line item if it is to be paid by Buyer.
6. **TIME IS OF THE ESSENCE.** Seller stipulates that time is of the essence with respect to all aspects of the performance of the PO.
7. **CLAIMS; INSPECTION:** GLF may submit claims to Seller for loss, damage, sorting costs, re-working costs for Products in any commercially reasonable manner, including but not limited to email, fax, or letter, within a commercially reasonable time of the delivery under the circumstances, which shall in no event be less than 30 days from the date of delivery. Damage discovered by third parties after resale through use of the Products, including parties purchasing the Products from GLF, may be reported within this time without voiding any warranty or right to refuse the Products.
8. **WARRANTY:** Seller warrants the merchantability of the Products and warrants the fitness of the Product(s) for any and all specific purpose(s) that GLF indicates to Seller in the PO or any other writing provided to Seller prior to delivery of the Product(s). These warranties are in addition to all other warranties available to GLF at law. The Vendor shall prevent the use of counterfeit parts and notify GLF in the event of nonconforming product and determine arrangements for GLF's approval of nonconforming material. The vendor shall notify GLF of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and, where required, obtain GLF's approval. The Vendor shall provide right of access by GLF, their customer, and regulatory agencies to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records. The vendor shall flow down to sub-tier suppliers the applicable requirements of purchase orders, as required. Records shall be maintained by the Vendor for a minimum of 10 years. The vendor shall provide corrective action when requested by GLF when it is determined that the vendor is responsible for nonconformity. The Vendor shall maintain a quality management system and use GLF required suppliers where appropriate. The Vendor shall insure that employees are aware of their contribution to product/service conformity, product safety and the importance of ethical behavior.
9. **RISK OF LOSS:** Regardless of the manner of shipment, and regardless of when title to the Products passes, risk of loss or damage to the Products shall pass to GLF when products reach the warehouse of GLF, except in those instances in which delivery is made by GLF vehicles, in which case risk of loss shall pass to GLF FOB GLF's carrier. No deferment of shipment at Buyer's request beyond the dates indicated in the Purchase Order will limit GLF's indemnity against all losses and additional expense, including, but not limited to, demurrage, handling, storage and insurance charges.
10. **PROPRIETARY RIGHTS:** Seller agrees it will not copy, nor permit anyone else to copy any products, prints, samples or parts thereof; or any pattern, plan, drawing, specification, instruction or depiction thereof, without written approval of GLF and that it will not knowingly, directly or indirectly, violate or infringe upon or contest the validity of any patent, license or other right of GLF pertaining to any of said products. Where any product is manufactured from patterns, plans, drawings or specifications furnished by Seller, Seller shall indemnify GLF against and save GLF harmless from all loss, damage and expense arising out of any suit or claim against GLF for infringement of any patent, trademark, copyright or other right because of GLF manufacture of such Product or because of the sue or sale of such product by any person. The Buyer shall retain all rights to technical data information, whether patentable or not, arising out of or evolving as a result of the Seller rendering engineering services to and designing systems for the Buyer's use. Seller agrees not to enforce against Buyer or customers of Buyer any patent rights the scope of which included system utilizing equipment delivered there under by Seller, and relates an invention made by or for Buyer on date subsequent to the date of Seller's offer hereunder. Seller also agrees to not compete directly against Buyer by utilizing any data provided by the Buyer.
11. **LIMITATION OF BUYER'S LIABILITY: SELLER HEREBY EXPRESSLY WAIVES ALL CLAIMS AGAINST GLF, AND GLF SHALL NOT BE LIABLE TO SELLER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT GLF'S EXPRESS WRITTEN CONSENT, EVEN THOUGH GLF HAS BEEN NEGLIGENT, AND SELLER INDEMNIFIES AND AGREES TO HOLD GLF HARMLESS FROM ANY AND ALL SUCH CLAIMS OF DAMAGE BY SELLER OF OTHERS. GLF SHALL NOT INCUR ANY LIABILITY UNDER ANY CLAIM MADE BY SELLER UNDER THIS AGREEMENT OR OTHERWISE EXCEEDING THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH DAMAGE ARE CLAIMED. SELLER INDEMNIFIES GLF FROM ALL THIRD PARY PRODUCTS LIABILITY CLAIMS ARISING FROM THE USE OF SELLER'S PRODUCTS, AND SELLER AGREES TO PAY THE ATTORNEYS FEES AND COST OF DEFENSE OF ANY PRODUCTS LIABILITY ACTION OR CLAIM BROUGHT AGAINST GLF ARISING FROM USE OF SELLER'S PRODUCTS.** The Buyer's liability for loss or damages on any claim is limited by the previous provisions hereof and shall in no event be more than an amount equal to the sum paid seller by buyer for the specific equipment and/or services do not permit this. Buyer shall not be liable for any indirect, special, secondary, incidental or consequential damages, howsoever or whenever the same may arise.
12. **TERMINATION:** Seller and/or GLF may terminate the relationship, in whole or in part, with or without cause, by giving thirty (30) days' notice in writing to the other party.
13. **NOTICE:** Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered by registered or certified mail, postage prepaid, return receipt requested, to the address of the respective party. Notices sent to GLF shall be addressed to: 1962 Case Parkway N, Twinsburg, Ohio 44087.
14. **REMEDIES:** In the event the Seller fails to perform herein obligations, GLF shall be entitled to recover all direct consequential and incidental damages, parts rework fees, cleaning, sorting, and collection costs including reasonable attorney fees, and pre and post judgment interest at the rate of 10% per annum.
15. **LIMITATIONS:** Any suit or other action based upon breach of this Agreement or upon any other claim arising out of this sale (other than an action by GLF against Seller) must be commenced within 120 days from the date of tender of delivery to GLF.
16. **GOVERNING LAW:** This agreement and the sale of all Products shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflicts of law provisions, and the United States of America. Whenever there is a conflict of laws the substantive laws of the State of Ohio shall prevail. Any claim arising out of, or in any way related to the PO or related Agreement shall be instituted and adjudicated in the courts located in the County of Summit, State of Ohio.

17. SELLER'S INSOLVENCY: Upon the occurrence of any of the following - any default by the Seller in the performance or observance of any obligation or condition of this agreement; the Seller's insolvency; commission by Seller of any act of bankruptcy (either voluntary or involuntary); the appointment of a receiver, trustee or liquidator for or in respect of Seller or its property; an assignment by Seller for the benefit of its creditors; the filing of any petition or answer by or against Seller asking for reorganization of any other relief under any state insolvency law or under any chapter of the United States Bankruptcy Code; then Seller stipulates that it is in breach of this PO and any Agreement with GLF, and that GLF shall be granted relief from stay in any bankruptcy proceeding any may take any action necessary to protect its interest.

18. SEVERABILITY: Every part, term or provision of this Agreement is severable from the others. Notwithstanding any possible future finding by a duly constituted authority that a particular part, term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

19. QUALITY ASSURANCE REQUIREMENTS. Seller is requested to certify the RoHS compliance status of the items supplied under this Purchase Order and provide information as needed to confirm process compatibility and traceability. The identification scheme employed must clearly differentiate compliant parts from their predecessors. In lieu of specific reporting requirements, Seller will provide material declarations based on the latest version of the IPC-1752 standard. Seller recognizes, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of Congo (DRC) or its surrounding countries (Angola, Burundi, Central African Republic, Rwanda, South Sudan, Tanzania, Uganda and Zambia). Accordingly, Seller commits to have in place a supply chain policy and processes to undertake (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into products it provides Buyer, (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC countries directly or indirectly support unlawful conflict there, and (3) risk assessment and mitigation actions necessary to implement the country of origin inquiry and due diligence procedures. Seller shall take all other measures as are necessary to comply with the Act and its implementing regulations, as they may be amended over time. Seller agrees to meet European (CE) Regulation n* 1907/2006 (REACH) regarding registration, evaluation, authorization and restriction of chemicals by ensuring that authorization for use has been granted for chemicals included in appendix XIV, informing if a candidate substance is an item with a concentration above of 0.1% weight by weight, ensuring registration of substances used, informing, if concerned, if a substance included in appendix SVII (substances with restrictive uses) is included in an item. Propose, as soon as possible, alternate solution to a substance part of the candidate's substances in order to ensure continuity of deliveries.