

Standard Terms & Conditions (Suppliers)

1. ACCEPTANCE OF CONTRACT

Buyer and Seller shall be bound by the order and the express terms and conditions contained herein upon the earlier of Seller (A) executing and returning the acknowledgement copy of the order, (B) delivering to Buyer any of the goods ordered, (C) rendering any of the services ordered, or (D) otherwise commencing performance of the order. No contract shall exist except as hereinabove provided and Buyer may withdraw the order prior to Seller's acceptance (or deemed acceptance) thereof.

2. ACCEPTANCE OF TERMS & CONDITIONS

The terms on the face of Buyer's order and the express terms and conditions contained herein exclusively govern and control each of the parties' respective rights and obligations regarding the purchase and sale of the goods and services included in the order, and the parties' agreement is expressly limited to such terms and conditions. Any additional, contrary, or different terms contained in any of Seller's confirmations, invoices, or other communications, and any other attempt to modify, supersede, supplement, or otherwise alter these terms and conditions are deemed rejected by Buyer and will not modify the order or be binding on the parties unless such terms have been fully approved in a signed writing by authorized representatives of both parties. All specifications, drawings and data submitted to Seller in connection with the order are hereby incorporated herein and made part hereof and shall be considered confidential.

3. DELIVERY

Time, quantity, and delivery to Buyer's location are of the essence under the order and if delivery of goods or rendering of service is not completed by the date(s) provided in the order, Buyer reserves the right without liability, in addition to its other rights and remedies at law or in equity, to terminate the order by notice effective when mailed to Seller, as to goods not yet shipped or services not yet rendered, and to purchase substitute goods or services in Buyer's sole discretion. Any provisions herein for delivery of goods or the rendering of services by installments shall not be constructed as making the obligations of Seller severable. Seller shall properly pack, mark, and ship the goods as instructed by Buyer and otherwise in accordance with applicable law and industry standards. If Buyer determines, in its sole discretion, that the goods delivered under the order are in excess of the quantities (or range of quantities) ordered, Buyer may, at its option (A) reject the excess goods for a refund, plus any inspection, test, shipping, handling, and transportation charges paid by Buyer, or (B) retain the excess goods.

4. INSPECTION

Goods purchased hereunder are subject to inspection and approval by Buyer within forty-five (45) days of receipt thereof. Buyer reserves the right to reject and refuse acceptance of goods which are not in accordance with the instructions, specification, drawings and data provided by Buyer or Seller's warranty ("**Non-Conforming Goods**"). Non-Conforming Goods not accepted by Buyer will be returned to Seller at Seller's expense. Notwithstanding the foregoing, Molds, tools or dies rejected by Buyer's customer(s), or used to make goods rejected by Buyer's customers(s), may be rejected by Buyer within a reasonable time after Buyer becomes actually aware of such rejection by Buyer's customers(s) and such goods shall be deemed to be Non-Conforming Goods for purposes of the order. The payment of invoices will not be deemed acceptance of any goods or a waiver of Buyer's right to inspection hereunder.

5. SELLER NOTICES AND ACCESS

Seller shall promptly notify Buyer of any of the following events (A) any Non-Conforming Goods shipped or anticipated to be shipped to Buyer, (B) any change or anticipated in Seller's manufacturing location for goods covered by the order, (C) any material delay in the delivery of the goods or services to be provided to Buyer, or (D) any deficiency in the instructions, specifications, drawings or data provided by Buyer. Seller agrees to provide Buyer, its customers and regulatory authorities with reasonable access during normal business hours to all facilities of Seller involved in the manufacture or production of any goods or the provision of any services governed by the order and all applicable business record arising out of or related thereto.

6. WARRANTY

By accepting the order Seller hereby warrants that the goods and services to be furnished hereunder will (A) be suitable for the purposes intended and free from defects in materials and workmanship, (B) produced in accordance with applicable laws and the instructions, specifications, drawings and data provided by Buyer, (C) when re-sold or used, not infringe rights of third parties, and (D) confer good and valid title to Buyer upon receipt, free and clear of all encumbrances and liens of any kind.

7. TRANSFER OF TITLE AND RISK OF LOSS

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Title to the goods shipped under the order pass to Buyer upon the earliest to occur of (A) payment of any portion of the price for such good by Buyer, and (B) Seller's tender of the goods to the carrier (or delivery to Buyer if delivered directly by Seller). Title will transfer to Buyer even if Seller has not been paid for such goods, provided that Buyer will not be relieved of its obligation to pay for the goods in accordance with the terms hereof. Shipments sent C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk. Notwithstanding any agreement between Buyer and Seller concerning transfer of title or responsibility for shipping costs, risk of loss to the goods shipped under the order passes to Buyer upon receipt by Buyer at the location specified in the order, and Seller will bear all risk of loss or damage regarding the goods until Buyer's receipt of such goods in accordance with the terms hereof.

8. PROPERTY FURNISHED TO SELLER BY BUYER

Unless otherwise agreed in writing by Buyer and Seller, all property and information furnished to Seller by Buyer, including all dies, molds, patterns, jigs, fixtures and any other property of Buyer or paid for by Buyer (directly or indirectly through Seller) for use in the performance of the order (the "**Buyer Property**") shall be and remain the property of Buyer. The Buyer Property shall be (A) subject to removal by Buyer upon Buyer's notice, (B) used only in filling Buyer's orders, (C) held at Seller's risk of loss, and (D) kept insured by Seller at Seller's expense while in the control of Seller, its employees or its agents in an amount equal to the replacement cost thereof with loss payable to Buyer. Copies of insurance certificates confirming the foregoing will be timely furnished to Buyer upon request.

9. PRICE

Buyer shall not be billed at prices higher than stated in the order unless authorized in writing signed by Buyer. All prices are F.O.B. destination unless otherwise specified and include, and Seller is solely responsible for, all costs and expenses relating to packing, crating, boxing, transporting, loading and unloading, customs, taxes, tariffs and duties, insurance, and any other similar financial contributions or obligations relating to the production, manufacture, sale, and delivery of the goods and services.

10. COMPLIANCE WITH LAWS

In acceptance of the order, Seller represents and warrants that (A) it has and will continue during the performance of the order to comply with the provisions of all federal, state and local laws and regulations applicable to the order, the goods or services purchased under the order, the operation of Seller's business, or from which liability may accrue to Buyer from any violation thereof, including, but not limited to, the Occupational Safety and Health Act of 1970 as amended, the "Fair Labor Standards Act" of 1938, as amended and Executive Order No. 11246 of September 24, 1965, as currently in effect, (B) it will accept any specifications or certifications provided by Buyer related to the order and shall further provide such specifications or certifications to any assignees or sub-contractors under the order in compliance with applicable law, and (C) the prices charged for the goods or services covered by the order comply with applicable government regulations and laws in effect at time of quotation, sale or delivery.

11. INDEMNITY

Subject to the terms and conditions of the order, Seller shall indemnify, defend, and hold harmless Buyer, its affiliates and their respective officers, directors, employees, agents, successors, permitted assigns, and solely with respect to clause (D) below, the users of any of Buyer's products (collectively, "**Buyer Indemnified Parties**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, decrees, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, and the costs of enforcing any right to indemnification under the order and the cost of pursuing any insurance providers (collectively, "**Losses**"), incurred by Buyer Indemnified Parties relating to, arising out of or resulting from (A) a material breach or non-fulfillment of any representation or warranty set forth in the order by Seller or the agents, employees, or subcontractors engaged or appointed by Seller, (B) any negligent or more culpable act or omission of Seller or the agents, employees, or subcontractors engaged or appointed by Seller (including any recklessness or willful misconduct) in connection with the performance of its obligations under the order, (C) any failure by Seller or the agents, employees, or subcontractors engaged or appointed by Seller to comply with any applicable laws, or (D) actual or alleged infringements of any U.S. or foreign letters patent, copyrights or trademarks from the use or sale of the goods purchased hereunder (except infringement necessarily resulting from adherence to Buyer's specifications or drawings).

12. GOVERNING LAW

The order and all matters arising out of or relating to the order, are governed by, and construed in accordance with, the laws of the State of Indiana, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana.

13. MISCELLANEOUS

No party may assign, sub-contract (in part or in whole), or deal in any way with, any of its rights or obligations under the order without the consent of the other party; provided, that Buyer, without the consent of Seller, may assign its rights under the order to a purchaser of substantially all of the business assets to which the order relates. Any purported assignment or delegation in violation

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of this Section is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under the order. If any term or provision of the order is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of the order or invalidate or render unenforceable such term or provision in any other jurisdiction. No amendment to or waiver under the order is effective unless it is in writing and signed by an authorized representative of the party against whom the amendment or waiver is being enforced. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from the order (A) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under the order, or (B) any act, omission, or course of dealing between the parties. All rights and remedies provided in the order are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.