

**ENGINEERED PROFILES LLC  
GENERAL TERMS AND CONDITIONS OF SALE**

**1. TERMS EXCLUSIVE.** These terms and conditions (the "Agreement") constitutes the complete and final agreement by which Engineered Profiles LLC ("Seller") offers to sell and Buyer accepts such offer and agrees to purchase the goods described in this Agreement ("Goods"). It may not be added to, modified or superseded by act of any agent, employee or representative of Seller, except in a writing signed by a Seller's President or Chief Operating Officer, even though other terms may appear on Buyer's documents (all of which are objected to and rejected by Seller without further notice). This Agreement is expressly conditioned upon Buyer's consent to any terms contained herein that are additional to or different from those contained in Buyer's documents. Buyer's acceptance of Seller's performance shall constitute Buyer's acceptance of the terms in this Agreement.

**2. PRICES.** The price of Goods does not include sales, excise, or use taxes or any tariffs, customs duties, imposts, demurrage, packaging, crating, freight or insurance charges or expenses to be incurred in the sale of Goods, which shall be paid for the account of and paid or reimbursed by Buyer. In the event Buyer's order is changed in any respect (if and when permitted by Seller), Seller may adjust the price accordingly.

**3. PART PRICING.** Goods pricing is quoted based on six main variables: price of resin and other purchased components outside of Seller's control, production scrap, production rate, geometric dimensioning and tolerancing ("GD&T") and Buyer driven changes, part weight, and labor. Goods pricing will be reviewed on a monthly basis. Future pricing may be subject to change and adjustment upon written notice from Seller based on changes to the six variables discussed herein, as follows:

- Resin and Purchased Component Price: Increase in the cost of resin or purchased components will result in an equitable adjustment of the Goods price. Substitution of an alternate resin due to obsolescence or availability may also trigger price adjustment, along with limits on applicable warranties.
- Production Scrap: Scrap over the initial estimate may be assessed on future orders by an increase in Goods price. Examples include Tooling-caused defects where the Buyer does not wish to pay for the repairs necessary to repair the tool. In such a circumstance, Seller will continue to run in a higher scrap condition yet may adjust the Goods price accordingly.
- Production Rate: Production rates that deviate by more than 25% from the estimate may result in an equitable adjustment to the Goods price.
- GD&T and Buyer driven design or engineering changes: When such changes require modifications to form, fit, function, or handling, a requote of the Goods price may result.
- Part Weight: When weights are estimated, the Goods price may be adjusted after actual weight is established through approved sample parts,
- Labor: Changes in the applicable prevailing or minimum wage may result in an equitable adjustment to the Goods price.

**4. PAYMENT, CREDIT APPROVAL.** Unless otherwise stated on the invoice, terms of payment are net 30 days from date of invoice and payment shall be due and payable in one installment. Any payment not made to Seller on time shall be subject to a service charge of 1-1/2% per month on the unpaid balance until paid and Seller shall be entitled to all costs of collection including reasonable attorneys' fees. All credit sales and the terms thereof are subject to Seller's continuing credit approval. If the credit of Buyer, in Seller's sole opinion, becomes financially impaired or challenged, Seller reserves the right to demand cash or satisfactory security before making further shipments. Upon Buyer's failure to provide cash or satisfactory security, Seller may discontinue the shipment of Goods and cancel all orders with Buyer, thereby terminating all obligations on the part of Seller for the delivery of the Goods or any part thereof without liability to Buyer. Remittances will be received by a bank simply as clearing agency. The receiving bank has no authority to determine whether or not the amount remitted constitutes payment in full. Remittances marked to indicate payment in full will be deposited by the bank with full reservation of all our rights notwithstanding such markings, and such deposit shall not indicate Seller's acceptance of the remittance as payment in full unless the remittance actually constitutes payment of all sums owed.

**5. PO MODIFICATION/CANCELLATION.** Seller will provide an order acknowledgment after receipt of Purchase Order ("PO"). Buyer is responsible for reviewing acknowledgment for accuracy. Any changes or corrections must be returned to Seller within twenty four (24) hours. Buyer shall have five (5) business days from date of Seller's receipt of PO to cancel PO; thereafter, Buyer shall have no right to order any change or modification to any PO or otherwise cancel any PO without Seller's written consent. For any PO improperly cancelled by Buyer, Buyer shall to Seller of all charges (for finished Goods and work in process), expenses (including, but not limited to raw materials, packaging, components and labels) and reasonable profits owed to or incurred by Seller. For any Goods accepted by Seller for return, Seller may charge Buyer a twenty percent (20%) restocking fee.

**6. DELIVERY.** The Goods, and services, if any, shall be delivered F.O.B. point of shipment. Buyer shall pay all costs and expenses incurred after the F.O.B. point of shipment and title to and risk of loss to the Goods shall pass to Buyer upon acceptance of a shipment by a common carrier, or designated shipper, allocation of Goods at premises other than Seller's, or delivery to Buyer's representative or designee, whichever first occurs. Buyer shall notify Seller in complete detail as to shipping and delivery dates and places. Should Buyer's delivery instructions be delinquent, as determined by Seller, Seller shall have the right to designate the method and route of shipment, freight collect, and to insure, at Buyer's expense with an insurer selected by Seller, the full value of Goods so shipped. Seller may, at its election, deliver Goods in one or more installments. All such installments shall be separately invoiced and paid for when due without regard to subsequent deliveries. Seller's shipment of Goods varying not more than ten percent in quantity from the amount ordered shall be considered a fulfillment of the PO.

**7. DELAYS.** Shipments made within 10 days after the scheduled delivery date shall be deemed to have fulfilled the PO. In any event, Seller shall not be liable to Buyer for any damages claimed to have resulted from any delay in the delivery of Goods unless time of delivery is expressly stated herein to be of the essence, and in such instance, Seller shall only be responsible for the transportation cost of expedited delivery.

**8. INSPECTION.** Buyer shall inspect Goods promptly upon receipt. All claims for alleged defects in Goods resulting from their failure to conform to the warranty provided in Section 9, subject to the terms herein, and any right of rejection or revocation of acceptance are waived if (a) Buyer fails to give Seller notice of any claim within 30 days after tender of delivery of Goods or (b) Buyer has cut or used the Goods or done any other act inconsistent with rejection or revocation of acceptance (except for reasonable tests and inspection quantities). Buyer shall afford Seller prompt and reasonable opportunity to inspect all non-conforming Goods and Seller must give written authorization before Goods may be returned for credit. Seller's invoiced weights, volumes, and sizes shall govern unless proved incorrect by more than one percent and Seller's shop drawing shall control, subject to the dimensions, tolerances, and variances set forth therein, and if none are stated, then subject to those dimensions, tolerances, and variances accepted within the industry that are applicable at the time of manufacture, whether arising by publication or usage of trade. In the case Goods drop-shipped directly to customers of the Buyer, Buyer shall bear sole responsibility for timely compliance with the notification provisions of this Section 8.

**9. WARRANTY, DISCLAIMERS AND LIMITATIONS OF REMEDIES.** Seller warrants for thirty (30) days from date of delivery, or until the Goods are integrated or used as a component in a larger part or product, whichever date is earlier, that (a) the Goods will conform to the samples accepted by Buyer or to the specifications set forth in Seller's control shop drawings or prints, subject to the dimensions, tolerances and variations set forth in Seller's control shop drawings or prints or, if none are stated, then subject to those variations and tolerances accepted within the industry that are applicable at the time of manufacture, whether arising by publication or usage of trade, and (b) the Seller has good title to the Goods transferred. Provided Buyer complies with Section 8, nonconforming Goods will be repaired, replaced or credited (at the purchase price plus reimbursement of reasonable freight charges), at Seller's option.

Except as set forth above, Seller makes no other warranties concerning the Goods whatsoever. **SELLER DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.** The warranty applies only to the extent that any nonconforming Goods have been properly handled, stored, used, installed, and maintained by Buyer and its customer.

Buyer agrees that Seller's obligation described in this Paragraph 9 is the sole remedy bargained for by Buyer IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. In no event will Seller's liability exceed the paid purchase price of the Goods. Seller's obligations described in this Section 9 will be BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER FOR ANY LIABILITY WITH RESPECT TO THE GOODS WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE. **IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**10. WARRANTY SERVICE.** Goods are defective or nonconforming if they do not conform to the Warranty for those Goods. Any claims for defective or nonconforming Goods shall be made by notifying Seller's Quality Department in writing and obtaining a Return Material Authorization ("RMA") Number for the return of the Goods (which is to be referenced on all return shipping documents). The Warranty service shall be performed at Seller's facility. In order to receive the Warranty service, there must be a defect rate of 2.5% or above per lot number (the "Acceptable Quality Level"). There is no claim when a production lot does not exceed the AQL. If the AQL is met, Buyer must return the defective Goods within thirty (30) days of notification from Buyer hereunder. Seller and Buyer will review the quality issue and, if the Goods are defective or nonconforming, prepare a corrective action report, mutually agree on the disposition of the issue, and whether the Goods will be repaired, replaced or refunded. If Seller determines that the Goods were not defective, Buyer shall reimburse Seller all costs of handling, transportation, and repairs at Seller's prevailing rates. All defective Goods returned under this Warranty which are replaced or for which a refund is given to Buyer shall become Seller's property.

**11. PERMISSIBLE VARIATIONS.** Without the giving of notice to Buyer, Seller may, prior to the delivery of Goods to Buyer, (a) make any changes in the composition or fabrication of the Goods which, in the opinion of Seller, do not affect the general characteristics or properties of the Goods and (b) make any change or any variation in the Goods, whether of quality or quantity, which is within governmental or professional standards or specifications applicable at the time of manufacture and such variations shall be deemed to have fulfilled the terms hereof.

**12. FORCE MAJEURE.** Seller shall not be liable for failure to deliver or delays in delivery caused by acts of God, acts of Buyer, rules, or regulations of any governmental authority (civil or military, executive, legislative, or otherwise), strikes or other concerted acts of workers, lock-outs, labor difficulties or controversies and adjustments thereof, fires, floods, storms, accidents, earthquakes, tidal waves, or other natural disasters, pandemics, epidemics, war, riots, rebellion, sabotage, insurrection, difficulties, or delays in public transportation or in public or postal delivery services, car shortages, fuel shortages, inability to obtain Seller's usual sources of supply (including disruptions precluding receipt of delivery against supply, forward, and future contracts), inability to obtain suitable or sufficient energy, labor, machinery, facilities, supplies, or materials, as or when required, or by any other circumstances beyond Seller's reasonable control, whether of similar or dissimilar nature. Seller shall have the right, in its sole discretion, to allocate its available production, deliveries, services, raw materials, or other resources among any or all purchasers, as well as among departments, subsidiaries, and affiliates, upon any such basis as Seller may determine, without liability to Buyer.

**13. BUYER'S ADDITIONAL UNDERTAKINGS.** Buyer warrants that to the best of its knowledge and belief, the furnishing of Goods or any product hereof will not infringe upon the patent rights of any third party, and Buyer agrees, at its sole expense, to defend, indemnify, reimburse and otherwise save Seller harmless against any and all liabilities, costs, or expenses (including attorneys' fees) for actual or alleged infringement of any Letters Patent or mask work right or other intellectual property right which may arise from the manufacture, sale or use of the Goods. Buyer assumes all risks and liability for results obtained by any use of any Goods whether used singly or in combination with other substances. If Seller makes or has made representations or recommendations as to use of the Goods, any reliance or acting thereon shall be at Buyer's sole risk and responsibility.

**14. SPECIAL GOODS, TOOLING AND DIES.** Buyer shall furnish and promptly inspect all specifications for specially manufactured Goods, tooling and dies and all drawings, models and samples thereof or related thereto. Failure to inspect promptly and make objection shall constitute acceptance. In addition, the following shall apply:

a) Seller's shop drawing shall control, subject to the dimensions, tolerances, and variances set forth therein, and if none are stated, then subject to those dimensions, tolerances, and variances accepted within the industry that are applicable at the time of manufacture, whether arising by publication or usage of trade, unless otherwise mutually agreed upon by the parties' authorized representatives in a separate writing that makes specific reference to the critical dimensions required for such specially manufactured Goods.

b) Upon completion of extrusion tools, sizing fixtures and/or fabrication equipment (collectively "Tooling"), samples will be submitted for approval. It is understood that parts made in accordance with approved samples and Seller's control drawings are deemed to have fulfilled this order. Changes made on original specifications after receipt of Tooling order are subject to charge for cost of reworking Tooling involved and piece price.

c) Quoted lead time is the time required to produce samples for approval, commencing after receipt of firm order and all necessary information required to start Tooling design.

d) Quoted development cost or part cost sample charge (i) is a fee which includes only a portion of the investment and costs necessary to develop the equipment to produce the Goods and (ii) does not include the cost of the Tooling, or any components or accessories which might be required in a production run to produce Goods. As a consequence, title and ownership in and of all drawings, and Tooling, and sole possession thereof, are to remain with Seller at Seller's plant, subject to exclusive production use for the benefit of Buyer.

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e) Unless otherwise stated in the quotation, the development cost or part cost sample charge is due and payable in full when acceptable samples have been received by Buyer.

f) Tooling will be maintained in working order and kept in storage without charge for twelve (12) months from date of last production order. Tooling not used for this period of time will be considered, without additional notice to Buyer, obsolete and subject to disposal or other use or disposition at Seller's discretion. Seller, at its option, may attempt to notify Buyer that Seller plans to dispose of the Tooling before actually taking this step.

g) Even though Seller warrants those specially manufactured Goods in accordance with the terms of Section 9, Buyer recognizes that it is difficult to predict whether any project will be successful until production runs have been made. Seller does not guarantee any results, and in no event shall Seller be liable if proven unsuccessful in producing such specially manufactured Goods and Tooling. Further, as set forth above, Seller shall not be liable, in any event, for indirect, special, incidental or consequential damages resulting from Seller's performance or failure to perform hereunder, or the furnishing, performance, or use of any Goods sold pursuant hereto, whether due to breach of contract, breach of warranty or otherwise.

h) As an inducement to Seller's engineers to provide assistance in Buyer's design of new Goods, Buyer agrees that (i) Seller makes no representations or warranties and undertakes no liability whatsoever with respect to any Goods or any product into which the same is or may be integrated into and (ii) Buyer will hold Seller harmless from all costs and expenses and defend Seller from any claim with respect thereto by any user, purchaser, or other person (including reimbursement of any attorneys' fees and costs of defense incurred by Seller). Seller recommends that Buyer test any Goods thoroughly to determine their effectiveness for Buyer's purposes.

i) Changes in Tooling made necessary by changes in specifications already accepted by Seller shall be at Buyer's expense and Buyer shall assume all risk, including any required adjustments in the price of the Products necessitated by the changes in the specifications. Seller agrees to maintain all Tooling in operation during their normal productive life, with such normal productive life solely determined by Seller, except that Seller's liability to do so shall be limited to a period of twelve (12) months after completion of the last order produced on the Tooling. Seller shall in no way be liable for the continued existence or availability of any such Tooling after expiration of such period.

j) If Buyer provides Seller with Tooling for the manufacture of Goods, Seller shall store Tooling in its possession at its facilities and shall insure such Tooling against any loss or damage while such Tooling is in Seller's possession. Seller shall be responsible for any damage to the Tooling caused by Seller's gross negligence or willful misconduct. Before removal of Tooling from Seller, costs incurred by Seller for Tooling maintenance and repair not otherwise recovered by Seller, shall be paid by Buyer to Seller along with all other costs and amounts due from Buyer to Seller for the Goods, resin, packaging, and other related items. Tooling or maintenance charges may be waived at Seller's discretion. Buyer acknowledges Seller's right to a molder's lien with respect to all amounts due Seller, as provided by applicable law. Seller reserves the right to invoice Buyer for all costs and expenses incurred by Seller (including labor costs) in the maintenance and repair of any of Buyer's Tooling upon termination of the supply relationship between the parties.

**15. INDEMNIFICATION.** Subject to the limitations on liability set forth in Section 9, the parties shall indemnify and hold each other and their respective affiliates, shareholders, members, directors, officers, employees, and agents ("Indemnified Parties") harmless from and against any loss, liability, damage, or expense, including reasonable attorneys' fees ("Losses"), such parties may incur as a result or, arising out of or by reason of any breach, misrepresentation, or nonfulfillment on the part of such party of this Agreement or PO. Buyer shall further hold Seller Indemnified Parties harmless from and against Losses resulting from or relating to Buyer's or Buyer's customers' design, use, marketing, distribution, or sale of the custom Goods.

**16. REPRESENTATIONS.** Buyer represents and warrants that: (a) the Goods, their specifications, and their sale or use do not and will not infringe any intellectual property rights of any third party, including, but not limited to, any trade secret, trademark, copyright, or patent (except to the extent designed by Seller), and (b) the marketing, sale, distribution, and use of the Goods by Buyer comply and will comply with applicable laws and regulations.

**17. IMPROVEMENTS AND DEVELOPMENTS.** Unless otherwise agreed to in writing by Seller, any and all Improvements shall be the exclusive property of Seller and Buyer agrees to perform all actions necessary or desirable to vest and confirm ownership of Improvements in Seller. "Improvements" shall mean any inventions, developments, enhancements, adaptations, advancements and other intellectual property, whether or not patented or patentable, derived from, associated with or relating to any Goods design supplied or altered by Seller and also the manufacturing and extrusion process used for any Goods, any component thereof, their Tooling, or any production process, technique or procedure which may be discovered, developed, invented or acquired by Seller in whole or in part, and all. Buyer acknowledges that Seller expends and provides considerable time, resources, and expertise in connection with the intake and preparation of Goods for production, including, but not limited to, extrusion process optimization, material selection, and other development and application of intellectual property and proprietary practices ("Development Costs"), and that Seller undertakes those efforts with the reasonable expectation that it will be retained to provide significant production of the Goods. Should the supply relationship between Buyer and Seller embodied in this Agreement or PO terminate prior to purchase of a total quantity of Goods equal to the production volume indicated in the original project information provided by Buyer, Seller shall be entitled to issue Buyer an invoice for the unrecovered portion of the Development Costs based upon the actual purchases of Goods relative to this forecasted amount, as determined by Seller in its reasonably exercised sole discretion. Buyer further acknowledges that any amounts due in connection with Development Costs shall be subject to Seller molder's lien rights pursuant to applicable law.

**18. LEAD TIME.** Delivery lead time will be communicated at the time of PO confirmation. Delivery dates are approximate and based upon receipt of all necessary information from the Buyer, including a signed release for production. Lead times are dependent on production part qualification and approval process, machine availability, machine capacity, and material availability. Seller agrees to use commercially reasonable efforts to notify Buyer in advance of process, plant, Tooling, or machinery changes that may, in Seller's judgment, affect Seller's ability to deliver Goods that conform to the Warranty set forth in Section 9. Seller is not responsible for costs incurred by Buyer because of late shipment.

**19. TERMINATION.** Seller and Buyer shall have the right to terminate this Agreement and any applicable PO upon or after the material breach of any provision of this Agreement by the other party if the breaching party has not cured such breach within the thirty (30)-day period following written notice of termination by the non-breaching party. Seller shall have the right to terminate this Agreement and any applicable PO for any reason or no reason at all with ninety (90) days advance written notice to Buyer. Termination of this Agreement or any applicable PO shall not (a) affect any other rights of either party which may have accrued up to the date of such termination or expiration or (b) relieve Buyer of its obligation to pay to Seller sums due for Goods ordered under POs, all inventory and work in process produced, all raw materials and packaging obtained for benefit of

Buyer, and any and all tooling or components purchased for Buyer for which Seller has not been reimbursed. The obligations and rights of the parties under this section shall survive termination of this Agreement and any applicable PO.

**20. CONFIDENTIALITY.** In addition to any confidentiality agreement signed by Buyer and Seller, which shall remain in full force and effect except for those terms inconsistent with this Agreement, Buyer will maintain the confidentiality of all information identified as such by Seller or which would generally be understood by a reasonable person to be confidential, based on the manner and circumstances in which it is disclosed. Buyer will not disclose any such confidential information to any third party or use such confidential information other than in support of this Agreement, the Goods, or a PO.

**21. MISCELLANEOUS.** Sales of Goods hereunder are governed by Ohio law (regardless of the laws that might be applicable under principles of conflicts of law). If any of the provisions hereof are deemed invalid, illegal or unenforceable, the remaining provisions shall in no way be affected or impaired thereby. No right, interest or obligation herein may be assigned by Buyer. Seller may freely assign this Agreement. Seller's rights and remedies herein are cumulative and in addition to any other rights or remedies provided by law or in equity, all of which Seller may exercise at any time and from time to time. Upon the occurrence of any default herein by Buyer, Buyer will pay to Seller all attorneys fees, court costs and expenses incurred by Seller in connection therewith. Seller's waiver of Buyer's performance, inaction with respect to Buyer's breach of any provision herein, or failure to enforce any provision herein, will not be deemed a waiver of future compliance therewith or a course of performance modifying such provision. Buyer and Seller hereby submit to the sole and exclusive jurisdiction and venue of state and Federal courts in Franklin County, Ohio with regard to any litigation resulting from the sale of Goods hereunder. Buyer acknowledges Seller's right to a molder's lien with respect to all amounts due from Buyer to Seller.