



## STANDARD PURCHASE TERMS AND CONDITIONS

### **Vintech Industries Inc.**

1. Acceptance. This is an offer to purchase by Vintech Industries Inc., (Buyer), as applicable, which may be changed at any time before it is accepted by Supplier (Purchase Order). The terms and conditions of this offer to purchase will be accepted by signing and returning this order to Buyer, by other written proof of acceptance, by the commencement of any work or the performance of any services contemplated by this order, or by the shipment of any conforming or non-conforming goods.

2. This document controls. ANY ADDITIONAL, DIFFERENT, OR INCONSISTENT TERM OR CONDITION CONTAINED IN ANY OTHER DOCUMENT USED OR FURNISHED BY SUPPLIER WILL BE OF NO FORCE OR EFFECT WHATSOEVER. ONLY THE TERMS AND CONDITIONS CONTAINED IN THIS PURCHASE ORDER SHALL GOVERN THE SALE OF THE GOODS COVERED BY THIS PURCHASE ORDER. NEITHER BUYER'S ACCEPTANCE OF ALL OR PART OF THE GOODS, BUYER'S PAYMENT FOR THE GOODS, OR ANY OTHER DOCUMENT SHALL MODIFY OR REJECT THE TERMS HEREIN STATED.

3. Buyer's Property. All tools, equipment and material furnished to Supplier by Buyer or paid for by Buyer, as well as replacements therefore and attachments thereto, shall be and remain the property of Buyer. Such property shall be adequately identified, protected and insured by Supplier.

4. Changes. Supplier shall not make changes in the specifications, physical composition of, or processes used to manufacture the goods hereunder without Buyer's prior written consent. However, Buyer shall have the right to make changes of any kind (including quantity) to this order. If such changes affect delivery or the amount to be paid by Buyer, Supplier shall immediately notify Buyer in writing and negotiate an agreed adjustment. BUYER WILL NOT BE LIABLE FOR SELLER'S LOST PROFITS OR ANY OTHER CONSEQUENTIAL DAMAGES. Buyer's liability shall be strictly limited to material and labor already purchased and used to fulfill the order, and further subject to Supplier's duty to mitigate damages including reselling or reusing the items in question. In addition, and not in limitation of the foregoing, Buyer's responsibilities under this order are subject to events of force majeure, which shall mean any strikes, work stoppages or other labor difficulties, mandatory closures, quarantines, fires, floods or other acts of God affecting Buyer's ability to satisfy its obligations under this order.

5. Compliance With Laws. Supplier agrees to comply with the applicable provisions of all Federal, State, Provincial, and local laws and all regulations issued thereunder; and any provisions required to be included in this contract including the requirements pursuant to Executive Orders 11701 (employment of veterans), 11758 (employment of handicapped), 11625 (utilization of minority business enterprises) and 11246 (equal employment opportunity), as amended by 11375 which requirements are



incorporated herein by reference. In performing this Purchase Order the Supplier certifies, in accordance with 41 CFR part 60-1.8 with respect to orders which exceed \$10,000 and which are not otherwise exempt from the Equal Opportunity Clause (E.O. 11246 as amended by E.O. 11375), that it does not and will not maintain segregated facilities or permit its employees to perform services at any location under its contract where segregated facilities are maintained.

6. Set-Off. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off, at any time, any amount owing to it by Supplier against any amount payable by Buyer to Supplier.

7. Inspection and Audit.

(A) Buyer has the right to inspect, test or evaluate the goods on or after the delivery date. Buyer, at its sole option, may inspect, test or evaluate all or a sample of the goods, and may reject all or any portion of the goods if it determines the goods are nonconforming or defective. If Buyer rejects any portion of the goods, Buyer has the right, effective upon written notice to Supplier, to: (a) rescind the Purchase Order in its entirety; (b) accept the goods at a reasonably reduced price determined by Buyer; (c) reject the goods and require prompt replacement; or (d) replace (by purchase from either Supplier or a third-party) or correct non-conforming goods and charge or off-set the cost (along with related expenses) of such replacement or correction against any amounts owed to Supplier. Any inspection or other action by Buyer under this Section 7 shall not reduce or otherwise affect Supplier's obligations under the Purchase Order, and Buyer shall have the right to conduct further inspections after Supplier has carried out its remedial actions. Promptly upon learning of any nonconforming or defective goods, Supplier will develop, document and implement corrective actions in accordance with all applicable quality control policies and standards of Buyer and its customers.

(B) Upon reasonable notice to Supplier, either Buyer or its direct or indirect customers (or a third party designee) may audit Supplier's production facility, goods and any of Buyer's property (including all pertinent documents, data and other information) related to the Purchase Order for the purpose of verifying Supplier's costs and its compliance with its obligations under the Purchase Order.

8. Delivery. Supplier shall be responsible for all transportation charges unless otherwise specified on the front of this Purchase Order. Delivery shall not be deemed completed until goods have been actually received and accepted by Buyer, notwithstanding any agreement to pay freight, express service or other transportation charges. Risk of loss and title shall not pass to Buyer until acceptance by Buyer. TIME IS OF THE ESSENCE unless specifically set forth otherwise on the front of this order. Supplier shall immediately notify Buyer if Supplier's timely performance under the Purchase Order is delayed or is likely to be delayed. Any material(s) or good(s) not delivered at the established date and place shall entitle Buyer

immediately in its sole discretion to (i) approve a revised delivery schedule; (ii) require shipment of goods by a more expeditious method of transportation; (iii) cover and adjust any quantity requirement under the Purchase Order accordingly; (iv) obtain like quantity and quality material(s) and/or good(s) from another supplier or (v) terminate the Purchase Order and any other outstanding purchase orders immediately by providing written notice to Supplier. In addition, Supplier shall indemnify (in accordance with Section 13) the Buyer Indemnitees (defined below) against any losses arising, directly or indirectly, out of or in connection with Supplier's failure to deliver the goods on the delivery date. Without cost to Buyer, Buyer may refuse any goods and cancel all or any part of this order if Supplier fails to deliver all or any part of the goods in accordance with the terms of this order. Acceptance of a part of any order shall not obligate Buyer to accept future shipments, or deprive it of the right to return goods already accepted, pursuant to the remedies available to Buyer by law or contract.

9. Documentation. Delivery shall be made in accordance with the terms in the Purchase Order. The Purchase Order number, the quantity, and part number must appear on all invoices, packing lists and containers, and each shipment must be accompanied by a bill of lading, OEM Material Certification, and flammability test results (for raw resin). A Level 3 PPAP submission must be submitted to Buyer according to AIAG guidelines. Preferably, Supplier must be certified to ISO9001, IATF16949, ISO14001 or similar management systems. Buyer reserves the right to request annual resubmissions on any product. Buyer may specify the carrier and/or method of transportation and Supplier will process shipping documents and route shipments of the goods to the delivery point accordingly. Supplier shall give written notice of shipment to Buyer when the goods are delivered to a carrier for transportation. Supplier shall provide Buyer with all shipping documents and any other documents necessary to release the goods to Buyer after Supplier delivers the goods to the transportation carrier. Supplier shall ensure that proofs of origin and Supplier's custom declarations and supporting documentation can be inspected by the customs authorities. Supplier further undertakes to compensate Buyer for any damages arising from nonrecognition of the declared origin by the responsible authorities.

10. Packaging. All goods shall be packed and marked for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the goods are delivered in undamaged condition. No charges will be allowed for boxing, wrapping, cartage or storage unless so specified in the Purchase Order. Supplier must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Supplier's expense. Supplier will promptly provide Buyer with, in the form requested by Buyer, the identity and amount of all ingredients (and any changes to such ingredients) of the goods.

11. Supplier's Warranties.

(A) Supplier warrants that all goods sold hereunder or pursuant hereto, will be free of any lien or other claim of any nature by any third party, and that Supplier can and will convey clear title thereto to Buyer as provided hereunder.

(B) Supplier expressly warrants and represents all goods sold hereunder or pursuant hereto will be of merchantable quality, and free from all defects in design, workmanship and materials. Further, Supplier acknowledges that it has knowledge of the particular purpose for which the goods are purchased, and in any and all such cases Supplier warrants further that all such goods are fit for such particular purpose. The goods



are to be provided in strict accordance with the specifications and/or according to samples, drawings, designs or other requirements (including performance specifications) supplied by Buyer.

(C) Supplier warrants that the goods will be produced, packaged, labeled delivered, and furnished in full compliance with all applicable laws and standards, including Vintech Industries Code of Conduct. Supplier warrants that all goods will be produced, packaged, labeled, delivered and furnished complying with environmentally responsible activities. Vintech Industries expects all Suppliers to undertake similar goals and objectives identified in our Code of Conduct listed on [www.vintechplastics.com](http://www.vintechplastics.com).

(D) Supplier warrants that the goods will not infringe any valid patent or trademark or other similar proprietary rights laws, and Supplier, at its expense, will defend any and all actions or suits charging infringement of the same, and will hold harmless Buyer and its customers from all expenses incurred in defending any such claim.

(E) The warranties contained in this Section 11 shall be in addition to, and shall not be construed as restricting or limiting any warranties or remedies of Buyer, expressed or implied, which are otherwise provided by contract or law.

12. Remedies. If the goods sold to Buyer breach any warranty above or imposed by law, or if any of the goods ordered are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, including any applicable drawings and specifications, Buyer, in addition to such other rights as it may have by law, at its sole option and discretion may exercise any or all of the following options: (i) require Supplier to immediately remedy the defect or problem at its expense; and/or (ii) reject and return such goods at Supplier's expense; and/or (iii) require Supplier at its sole expense to replace the rejected goods; and/or (iv) require Supplier, at Supplier's cost, to inspect the goods and remove and replace nonconforming goods with goods that conform to this order and thereby also return affected areas to the state that would have existed if the goods were not defective; and/or (v) carry out a price reduction for the goods; and/or (vi) obtain replacement goods from a third party, with Supplier being liable for any price differential between the price of said goods and the purchase price set forth herein; and/or (vii) seek any and all remedies available at law for any such defect or breach including those available under the UCC, where applicable, it being understood that Buyer is entitled to the direct and consequential damages it suffers, including reasonable attorney's fees, interest at a lawful rate, court costs, freight, and loss of profits.

### 13. Indemnification.

(A) Supplier agrees to indemnify and hold harmless Buyer from any property damage, personal injury, expense, liability, claim or loss, including claims arising in connection with product liability, tort and strict liability, that are in any way based upon, or caused in part by or related to: (i) Buyer being ordered by an authorized government agency to recall, replace or repair the goods; (ii) any breach of warranty by Supplier; (iii) any breach by Supplier of the Purchase Order or (iii) the goods being defective, unsafe in design or manufacture, or otherwise responsible for any such loss, claim, or damages regardless of whether Supplier remedied the defective goods.

(B) To the maximum extent permitted by applicable law, Supplier's obligation under this Section 13 will apply even as to losses caused in part by the negligence of Buyer or Buyer's affiliates, successors and assigns and their respective directors, officers, equity holders, employees, and agents, and Buyer's direct or indirect customers (each a "Buyer Indemnitee" and, collectively, the "Buyer Indemnitees"), but Supplier's indemnification shall not apply to the extent that losses resulted solely and directly from the negligence or willful misconduct of such Buyer Indemnitee. Supplier's obligation to defend and indemnify under this Section 13 will also apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise.

14. Termination; Transition.

(A) Buyer may terminate the Purchase Order and any other outstanding purchase orders, in whole or in part, at any time with or without cause for any undelivered goods on ten (10) days' prior written notice to Supplier. In addition to any remedies that may be provided under these Terms, Buyer may terminate the Purchase Order and any other outstanding purchase orders with immediate effect upon written notice to Supplier, either before or after the acceptance of the goods, if Supplier is in default under the Purchase Order. Supplier shall be in default if (i) Supplier breaches or threatens to breach any of the terms of the Purchase Order; (ii) Supplier fails to meet reasonable quality requirements so as to endanger performance of the Purchase Order; (iii) Supplier becomes insolvent or makes an assignment for the benefit of creditors, or proceedings in bankruptcy or insolvency are instituted by or against Supplier; (iv) Supplier sells all or substantially all of its assets to a third party; or merges or consolidates with, or sells all of its equity to, another party, or undergoes some other form of reorganization or change of control detrimental to the interests of Buyer (in Buyer's sole discretion); (v) at any time, in Buyer's sole discretion, Supplier's financial or other condition or progress on the Purchase Order shall be such as to endanger timely performance; (vi) Supplier is indicted for any offense substantially related to the business conducted by Supplier in connection with the Purchase Order or any offense punishable by a term of imprisonment (on any director, officer, member, employee, or agent of Supplier) or any offense of moral turpitude; or (vii) Supplier takes or participates in any action or makes any statements which would be detrimental to the reputation of Buyer as determined by Buyer in its sole discretion. Termination by Buyer shall not relieve Supplier of any liability under the Purchase Order. If Buyer terminates the Purchase Order and other outstanding purchase orders for any reason, Supplier's sole and exclusive remedy is payment for the goods received and accepted by Buyer prior to the termination.

(B) Following expiration or termination of the Purchase Order for any reason and notwithstanding any claimed or actual breach of any obligation by Buyer, Supplier will cooperate in the transition of supply to a successor supplier.

15. Insurance. Supplier agrees to maintain adequate amounts and forms of business insurance (from a reputable insurance carrier), acceptable to Buyer, including, but not limited to, commercially reasonable amounts of product liability insurance, workers compensation insurance (when labor is to be performed by Supplier) and any other insurance in order to pay all reasonably foreseeable claims. Supplier shall provide certificates of insurance upon request.

16. Samples, Models & Drawings. Any sample, drawing, design, specification, model or other proprietary information supplied to Supplier is confidential and a proprietary trade secret which must be kept confidential. Supplier may not copy, reproduce, or distribute Buyer drawings, designs, specifications, samples, models or information to any third party without the written permission of Buyer. Supplier may not appropriate any sample, drawing, design, specification or model for Supplier's own use or for resale, and agrees to return all originals and copies to Buyer.

17. Buyer's Liability. Buyer's sole liability under the Purchase Order (including its termination, expiration or cancellation) is to pay the purchase price for the conforming goods. BUYER SHALL NOT BE LIABLE TO SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS OF THE AMOUNT OF THE PURCHASE PRICE FOR CONFORMING AND ACCEPTED GOODS DELIVERED BY SUPPLIER UNDER THE ORDER THAT HAVE NOT YET BEEN PAID FOR BY BUYER. IN NO EVENT SHALL BUYER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, MULTIPLE, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, LOSS OF BUSINESS, OR ANY OTHER LOSS DIRECTLY OR INDIRECTLY ARISING OUT OF OR RESULTING FROM THE PURCHASE ORDER) OR FOR ANY INTEREST OR PENALTIES, IN CONNECTION WITH THE ORDER, WHETHER FOR BREACH OF CONTRACT, LATE PAYMENT, PROPERTY DAMAGE, PERSONAL INJURY, ILLNESS, DEATH OR OTHERWISE, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

18. Miscellaneous. If, on any occasion, Seller waives or agrees to modify any term or condition of this agreement, this shall not be construed as a continuing or permanent waiver. If any provision of this Purchase Order or the application thereof to any person or circumstance is held invalid to any extent, then the remainder of this Purchase Order shall not be affected thereby. With respect to Vintech Industries Inc., these Terms and Conditions are governed by and construed in accordance with the laws of the state of Michigan. Any suit or claim of any kind against or involving Vintech Industries Inc. from this sale must be filed in the Court of Michigan which court shall have sole exclusive jurisdiction and venue of such suits. This Purchase Order or any part thereof may be not modified or terminated orally. A written acknowledgment signed by Buyer accepting such change is required.