

TERMS AND CONDITIONS FOR STANDARD PURCHASE ORDER ("PO")

- 1. Agreement, Acceptance, and Modification:** These terms and conditions constitute the complete expression of the parties with regard to this contract, and may not be modified except in writing signed by Buyer and Seller. No prior written or oral agreement shall in any way modify these Terms and Conditions. Buyer expressly rejects all conflicting or additional terms contained in any prior or subsequent communication from Seller. If this form is deemed an offer to purchase by Buyer, this offer expressly limits Seller's acceptance to the terms of this offer by execution and return of an acknowledgement or by any other conduct consistent with an acceptance including, but not limited to, commencement of this work. If this form is deemed an acceptance by Buyer, this acceptance is limited to the terms stated herein, and not by any other conduct by Buyer.
- 2. Changes:** Buyer has the right to make changes at any time in drawings, design, specifications, materials, packaging, time and place of delivery and method of transportation, an equitable adjustment will be made if such changes cause an increase or decrease in the cost, or the time required for the performance.
- 3. Inspection, Rejection, Testing, and Signature Upon Delivery:** The goods and services furnished must be exactly as specified in the PO. They are free from all defects in design, workmanship, and materials. The goods and services are subject to inspection and testing by Buyer at any time and place. If the goods and services furnished are found to be defective, Buyer may reject them, or require Seller to correct or replace them without charge, or require a reduction in price that is equitable under the circumstances. If Seller is unable or refuses to correct or replace such items within a time deemed reasonable by Buyer, Buyer may terminate this PO in whole or in part. Seller bears all risks as to rejected goods and services. Seller reimburses Buyer for all transportation costs, other related costs incurred and overpayments in respect of the rejected goods and services. Buyer's signature on any delivery note of Seller is evidence of the number of packages received only and not evidence of the correct quantity of goods received or that the goods are in a good condition or the of the correct quality.
- 4. Warranty:** In addition to all warranties imposed by law, Seller warrants to Buyer (its successors, assigns, customers, and users of the product by the Buyer) that all goods and services covered by this order shall conform exactly to the description and specifications of this order and any specifications and drawings upon which this order is based. Time is of the essence in the performance of this order. All goods and services shall be of merchantable quality and workmanship, and be fit for their intended use. Such warranties shall survive all inspections, tests, and acceptance by Buyer. Seller's obligations for breach of warranty include complete replacement or repair of the goods, all installation charges incurred in fixing the goods, and all consequential and incidental damages. Should Seller's warranty fail of its essential purpose, any limitation of Seller's liability for damages shall be void. Seller shall provide insurance in type and amounts and with insurers acceptable to Buyer.
- 5. Title:** Shipment and Delivery: Seller shall mark and segregate Buyer's materials, work in process, parts or components, shall not assert any right, title, or interest therein. Seller shall not use any of Buyer's materials, work in process, parts, components, tools, patterns and dies as collateral to secure financing. Seller shall preserve Buyer's materials, work in process, parts and components, tools, patterns and dies at Seller's cost and expense. Seller represents that the delivery date(s) set forth in this order are firm, and failure to deliver when specified shall constitute a breach of this order. Seller shall use the least expensive lawful method or specified transportation.
- 6. Force Majeure:** Buyer may delay without additional expense, delivery or acceptance of goods occasioned by causes beyond its direct control including, but not limited to, governmental action or failure to act, strike or other labor trouble, accident, fire, act of God, or unusually severe weather.
- 7. Price:** Invoices and Payments: Seller represents and warrants its price is firm and no adjustments shall be made (except pursuant to Sect 2 or 8), including currency fluctuations. An itemized invoice, showing the correct purchase order number, accompanied by a manifest a bill of lading must be sent to the Buyer at the time of shipment. Shipper's name must appear on all packages and pieces. Packing Slip and any other documents requested on the PO by buyer must accompany each shipment. Seller will invoice Buyer for progress payments (if any), and supply with the invoice dated photographs demonstrating production milestones met to support issuance of invoice. Seller will secure its obligation under this order with a bank guarantee or standby letter of credit, as designated by Buyer, under terms acceptable to Buyer's CFO. Buyer reserves the right to request photos of product and/or conduct an inspection prior to shipment.
- 8. Termination:** Buyer reserves the right to terminate this order or any part hereof for its sole convenience or for causes (i.e. any breach, anticipatory breach, or default by the Seller). Upon receipt of termination notice, Seller shall stop all work and cause the suppliers or subcontractors to cease such work. Buyer will only pay Seller for work satisfactorily performed prior to termination, and Seller will release materials, work in process, parts and components to Buyer. Seller shall not be paid for any work done after receipt of the notice of termination (except when Buyer has specifically requested completion of work in process), or for any costs incurred by Seller's suppliers or subcontractors which Seller could reasonably have avoided. In no event is Buyer responsible for any indirect expenses, overhead, incidental or consequential damages. Seller shall be liable to Buyer for any and all damages sustained by reason of any breach or default by the Seller.
- 9. Tools, Dies, etc:** All tools, dies, patterns, molds, templates, or other equipment or material provided or paid by Buyer shall be marked as Buyer's property and will be subject to removal at any time upon Buyer's demand and shall be used only in filling Buyer's orders. Seller agrees not to furnish parts made to Buyer's specifications to any other party. Seller acknowledges that Buyer may remove tools, equipment, patterns and dies at any time. Seller agrees to promptly return to Buyer or destroy, at Buyer's request, all tools, patterns and dies owned by buyer or used exclusively to fulfill any of Buyer's orders. Any tools destroyed without Buyer's express written permission is the Seller's responsibility and Buyer may request reimbursement to replace tooling.
- 10. Governing Law:** The terms and conditions of this order shall be governed, construed, and interpreted under the laws of the State of Wisconsin, without regard to the State of Wisconsin's conflicts of law principles. Seller also agrees to be subject to personal jurisdiction in the State of Wisconsin.
- 11. Patents and Copyrights:** Seller agrees to indemnify and hold Buyer and Buyer's customers harmless from all liability, costs and expenses, direct or indirect, for claimed or actual patents, trademark, copyright or trade secret infringements and to defend all suits against Buyer and Buyer's customers involving such claims.
- 12. Material Safety Data Sheets:** Seller must furnish to Buyer's purchaser complete and accurate Material Safety Data Sheets (MSDS) for the goods being purchased prior to delivery of the goods, and Seller shall indemnify Buyer for any damages or fines caused by Seller's failure to provide such MSDS.
- 13. Remedies for Breach of Agreement:** Buyer's remedies for Seller's breach of any term of this agreement include all of those permitted under the Wisconsin Uniform Commercial Code including, but not limited to, collection of all incidental and consequential damages sustained. Seller shall defend, indemnify and hold harmless Buyer and the Customer, and their respective representatives, employees, agents, customers, invitees, subsidiaries, affiliates, successors and assigns, from and against all liabilities, claims, demands, losses, costs, damages and expenses of any nature or kind (including consequential and special damages, personal injury, property damages, lost profits, recall or other Customer field service action costs, production interruption costs, inspection, handling and reworking charges, professional and other legal fees, and other costs associated with Buyer's administrative time, labor and materials) arising from or as a result of any way from any alleged defect in the goods or services purchased hereunder, or from any negligent or intentional act or omission of Seller, its agents, employees, subcontractor, or suppliers in connection with Seller's performance of its obligations under this Order.

Further, Seller agrees to reimburse Buyer for all costs and attorney fees Buyer expends in enforcing this agreement and claiming damages. THESE INDEMNIFICATION RESPONSIBILITIES ARE IN ADDITION TO SELLER'S WARRANTY OBLIGATIONS. No limitations on Buyer's rights or remedies in any of Seller's documents shall operate to reduce or exclude such indemnification.

- 14. Assignments and Subcontracting:** No part of this order may be assigned for subcontracted services without the written approval of Buyer. In the event subcontract work is approved, all tier suppliers must be disclosed to Buyer. All Terms and Conditions apply to approved subcontractors.
- 15. Setoff:** Buyer may, in addition to any other rights or remedies, deduct or setoff from any amounts due to Seller for goods under this order or any pending order with Seller, the price, the cost of unpacking, examining, repacking and reshipping any goods rejected, or any amounts due or to become due from Seller to Buyer or any of its subsidiaries or affiliates.
- 16. Waiver:** Buyer's failure to insist on performance of any terms or conditions herein or to exercise any right or privilege, or buyer's waiver of any breach hereunder shall not thereafter waive that or any other term, condition, or privilege.
- 17. Compliance with Laws:** Seller shall comply with all applicable federal, state, and local laws, rules and regulations relating to this order, including but not limited to, safety, environmental, and employment matters, including, but not limited to, all applicable provisions of Executive Order 11246 as amended, the provisions found in Sec. 503 of the Rehabilitation Act of 1973 as amended, 38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act as amended, and Executive Order 13496 as amended, and all relevant rules, regulations, and orders of the Secretary of Labor. Seller will indemnify and hold Buyer harmless from liability or any damages or costs caused by Seller's failure to comply with any applicable laws, rules, or regulations. In addition, seller shall be in compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act regarding the use of "Conflict Minerals".
- 18. Proprietary Information, Confidentiality, and Advertising:** All information (including, but not limited to drawings, specifications) furnished by Buyer to Seller shall be confidential and shall not be disclosed to any person, or used for any purpose other than performing this order, unless otherwise specifically authorized by Buyer. Seller shall not advertise or publish this relationship or order without Buyer's written permission.