

JLM WHOLESALE, INC.
(“Buyer”)

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. **Scope and Acceptance.**

(a) Scope. These General Terms and Conditions of Purchase (“Terms”) automatically apply to and are a part of all written and oral purchase orders and amendments thereto and any request for quotation, purchase agreements, supply agreements or similar documents issued to Seller by Buyer (collectively referred to as an “Order”). All goods and services (whether or not ancillary to a sale of goods) are included in the term “Goods.”

(b) Offer and Seller’s Acceptance. Each purchase order, together with these Terms, is an offer by Buyer or its applicable Affiliate as identified in the Order as a Buyer to the party to whom such Order is addressed (“Seller”) to enter into the agreement it describes. It shall be the complete and exclusive statement of such offer and agreement and it is not an acceptance of Seller’s quotation or other document. A purchase order may be accepted by returning a copy thereof signed manually or electronically by Seller within seven days of the date of a purchase order or, at Buyer’s election, by Seller’s oral acceptance, Seller’s preparation to provide the Goods, or Seller’s delivery of the Goods. A purchase order is an adequate document to satisfy any statute of frauds.

(c) Seller’s Quotation. An Order does not constitute an acceptance by Buyer of any quotation or any proposal of Seller. Reference in an Order to any such quotation or proposal shall not constitute an addition to or a modification of any of the terms and conditions of an Order. A specific item of a quotation or proposal referenced and adopted by an Order may be included in an Order and does not constitute adoption of any other portion of the quotation or proposal.

(d) Inconsistent or Additional Terms. TERMS AND CONDITIONS IN AN ATTEMPTED ACKNOWLEDGMENT OF AN ORDER OR OTHER DOCUMENT ISSUED BY SELLER INCONSISTENT WITH OR IN ADDITION TO THE TERMS AND CONDITIONS OF AN ORDER ARE NOT BINDING UPON BUYER (UNLESS SPECIFICALLY ACCEPTED BY BUYER IN A WRITING SIGNED BY BUYER), AND BUYER HEREBY OBJECTS THERETO.

2. **Prices, Payment and Taxes.**

(a) Pricing and Invoices. Seller shall furnish the Goods at the prices specified in an Order. The price specified in an Order shall be complete, and no additional charges of any type, including but not limited to, for current or increased costs of materials, labor, packaging, labeling, custom duties, taxes, storage, insurance, boxing, crating, installation, training or any other reason, shall be added for any reason without Buyer’s express written consent. All prices are firm for the duration of the Order.

(b) Payment. Unless otherwise stated on the face of an Orders or other document signed by Buyer, payment terms are from date of receipt at Buyer’s warehouse.

(c) Taxes. Seller’s price includes all payroll, occupational, excise, sales, use, value-added and all other taxes including but not limited to all taxes, fees, duties, tariffs or other charges applicable to the Goods under the applicable Incoterm or other delivery term.

3. **Delivery.** Seller shall maintain a 100% on time delivery record and a 100% compliance record with other Order requirements. Delivery must be on the dates indicated in an Order, if any, unless otherwise directed by Buyer. Time is of the essence as to delivery and other performance by Seller.

4. **Risk of Loss.** All shipments are at the risk of Seller until receipt at Buyer's location or other final destination designated in an Order or other writing by Buyer, regardless of the delivery point pursuant to the delivery terms. If risk of loss is assumed by Buyer, all risk casualty insurance for replacement value must be primary and provided by Seller for the benefit of Buyer. The cost of any insurance shall be paid by Seller unless otherwise agreed in writing by Buyer. Under no condition will the risk of loss be that of Buyer, unless such insurance is provided and maintained. Risk of loss shall not be governed by transfer of title.

5. **Maintenance and Safe Use.** Seller shall provide to Buyer with the Goods, in writing, in English (subject to any mandatory translation required by any applicable law in the location of destination or which Seller shall provide) all information necessary: (a) for the safe installation, use, maintenance and repair of the Goods; (b) to maximize the efficient use and useful life of the Goods; and (c) to comply with any applicable labeling, notice, or warning law. Prior to and with the shipment of the Goods, Seller shall furnish to Buyer sufficient warning and notice in writing (including material safety data sheets and appropriate labels on the Goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, Customers, and end users if applicable, and their respective employees, how to exercise that measure of care and precaution that will best prevent bodily injury (including death) or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packing shipped to Buyer.

6. **Confidentiality and Intellectual Property.**

(a) **Confidentiality.** At all times prior to, during and after an Order, Seller shall: (i) maintain the confidentiality of any information disclosed by Buyer or any Affiliate, Customer or contractor, including for example only, any technical, process or economic information derived from drawings, specifications, samples and other data furnished by Buyer in connection with an Order, whether or not identified as "confidential" upon disclosure ("Confidential Information"); (ii) not disclose or permit the disclosure of any Confidential Information to any person other than its employees or subcontractors for whom such knowledge is essential for performance of an Order; (iii) not use Confidential Information except for performance of an Order; and (iv) not disclose any of the terms of an Order or any details or characterization of Buyer's performance of an Order.

(b) **Indemnification.** Seller, at its expense, shall defend, indemnify and hold harmless Buyer and its successors, assigns, Customers and users with respect to every claim that may be brought against Buyer or others that use the Goods, for any actual or alleged infringement of any present or future patent, copyright, industrial design right or other proprietary right based on Seller's activity under an Order, or the manufacture, sale or use of the Goods: (i) alone; (ii) in combination by reason of their content, design or structure; or (iii) in combination in accordance with Seller's recommendations. Seller shall investigate and defend or otherwise handle every such claim, and at Buyer's request, assist Buyer in Buyer's investigation, defense or handling of any such claim. Seller shall pay all expenses and damages or settlement amounts that Buyer and others selling Buyer's products or using the Goods of an Order may sustain by reason of each such indemnified claim. If the use or sale of the Goods is enjoined, Seller shall, at its own expense and at Buyer's option, either: (x) procure the right to continue using the Goods; (y) replace the Goods with a non-infringing equivalent; or (z) remove the Goods and refund the purchase price and the transportation and installation costs thereof. Seller's obligations shall apply even though Buyer furnishes all or any portion of the design and specifies all or any portion of the processing used by Seller and, unless Seller provides a non-infringing equivalent acceptable to Buyer and its Customer, even if Buyer has notice of a claim of infringement and continues to purchase, use, or resell Seller's Goods.

(c) Trademarks. Buyer may use the name of the Manufacturer and trademarks associated with the Goods in Buyer's sales activities in a manner that does not adversely affect the value or ownership thereof.

7. **Warranties Express Warranties**. Seller warrants and represents to Buyer that all Goods shall be: (i) merchantable; (ii) fit for the particular purposes for which they are marketed by Seller; (iii) in strict compliance with the specifications, samples, drawings, designs, Seller's advertisements, statements on containers and labels; (iv) in strict compliance with all government requirements; (v) composed of all new materials and components; (vi) in conformity with all sales and other information provided by Seller in writing; (vii) free of liens and in compliance with Seller's warranties generally provided with the Goods. All of Seller's warranties shall be for the benefit of third parties and end users purchasing through Buyer. Seller shall post its warranties on its website with access to all users and provide a copy with each item of Goods packaged to be available to the final purchase. Seller authorizes Buyer to replace any Goods which Buyer believes to be non-conforming and Seller shall reimburse Buyer for the cost of any replacement Goods provided by Buyer, but Buyer shall have no right to acknowledge a defective condition to claimant.

8. **Indemnity**. Seller shall defend (at Buyer's request), indemnify, and hold harmless Buyer and Buyer's employees, officers, directors, suppliers and Customers ("Indemnitees") from and against any and all claims, damages, and expenses, including expenses and reasonable legal fees relating to the investigation, pursuit, defense and handling of any claims, for personal injury, including death, property loss or damage, or any other loss, expense, or damage ("Liabilities"), brought against Indemnitees arising out of or in any manner connected with: (i) the design, engineering, production, labeling, use, sale, storage, condition, and/or safety of the Goods, whether or not incorporated in another product; (ii) any act or omission of Seller; and/or (iii) breach of any representation, warranty or covenant by Seller or a supplier of Seller, or employees or invitees of either of them, and in each case whether or not caused or contributed to by the fault or negligence of any of the Indemnitees.

9. **Compliance with Laws**. Seller warrants that any Goods produced in the United States shall be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Section 12(a) thereof and Seller shall insert a certificate to that effect on all invoices submitted in connection with an Order. Seller warrants that the Goods produced outside the United States shall be produced in facilities that comply with local law and any safety, labor or employment, and environmental standards imposed by laws or adopted by Buyer. Seller and its subcontractors shall comply with all applicable laws relating to labor relations and human rights in the production of Goods and its workplaces.

10. **Force Majeure**. Neither Buyer nor Seller shall be liable for a delay or failure to perform directly attributable to a force majeure event, provided that the party seeking to claim this protection must give written notice of the occurrence of a force majeure event and of the possible delay or non-performance caused by it as soon as reasonably practicable after learning of it. A force majeure event is a cause or event that is beyond the reasonable control of a party and that is not attributable to its fault or failure to exercise due care, including, acts of God, war, warlike conditions, blockade, embargoes, riots, governmental restriction, labor disturbances (other than those to Seller's own work force that could have been avoided), epidemics, quarantine, fire, flood, earthquake, explosion.

11. **Applicable Law, Jurisdiction, Waiver of Liens and Sovereignty**.

(a) Applicable Law and Jurisdiction. An Order is to be construed according to the laws of the United States of America and the State of Michigan, including the Uniform Commercial

Code and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law. The forum and venue for any legal or equitable action or proceeding arising out of, or in connection with, an Order shall lie exclusively in the appropriate federal or state courts in the State of Michigan, and Seller specifically waives any and all objections to such jurisdiction and venue.

(b) **Joinder.** If a claim arises under or is related to an Order or the furnishing of Goods by Seller to Buyer, by or against Seller, which is related to a similar claim by or against Seller in another litigation or in an arbitration, Seller irrevocably consents on the request of Buyer to the resolution of such claims arising under or related to an Order by or against Seller in such litigation or arbitration, which shall be binding on the parties and enforceable in a court of record.

12. **Ethical Standards.** Seller shall not: (a) give or offer to give any gift or benefit to Buyer's Employees or agents; (b) solicit or accept any information, data, services, equipment or commitment from Buyer's Employees unless it is (i) required under a contract between Buyer and Seller, (ii) made pursuant to a written disclosure agreement between Buyer and Seller, or (iii) specifically authorized in writing by an officer of Buyer; (c) solicit or accept Favoritism from Buyer's employees; (d) enter into any outside business relationship with Buyer's Employees or suppliers without full disclosure to and prior approval of Buyer's management; or (e) provide to or accept from suppliers any information regarding Buyer or its business.

13. **Payments to Third Party Representatives.** Seller represents and warrants that Seller has not and will not pay any third parties any commissions, fees, or other compensation for acquiring or attempting to acquire an Order without providing Buyer with written notice thereof at the time an Order is solicited and all such payments shall not violate any applicable anti-corruption law, including, but not limited to, the United States Federal Corrupt Practices Act, the United Kingdom Anti-Bribery Act, the Canadian Corruption of Foreign Public Officials Act, and any similar law of any jurisdiction.

14. **Relationship of Parties.** Seller and Buyer are independent contracting parties and nothing in an Order shall make either party the agent, joint venturer or legal representative of the other for any purpose whatsoever, or grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Although third parties may be referenced, there are no third party beneficiaries to an Order, except as specifically provided.

15. **Severability.** If any of these Terms or another term in any Order is invalid or unenforceable under any statute, regulation, ordinance/by-law, or any other rule of law, such term shall be reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance/by-law, order or rule, and the remaining provisions of an Order shall remain in full force and effect. Any declaration of unenforceability of a provision hereof shall be as narrow as possible and shall not void an Order or any other provision of the Order, unless Buyer determines it would materially affect its commercial expectations.