

NATIONAL PLASTEK, INC. STANDARD TERMS AND CONDITIONS OF SALE

ACCEPTANCE OF TERMS – BATTLE OF FORMS INTEGRATION CLAUSE

All agreements for purchase of goods made between National Plastek, Inc. (“Seller”) and any purchaser of those goods (“Buyer”) shall be subject to the following Terms and Conditions. Acceptance by Seller of any offer by Buyer is conditioned upon the following Terms and Conditions being included in the agreement between Buyer and Seller. Buyer hereby acknowledges and agrees that these Terms and Conditions are incorporated in, and are part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, warranty statement, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of goods by Seller to Buyer. Seller and Buyer specifically reject any provisions contained in any documents which are inconsistent, contrary to, or add to these Terms and Conditions. Any quote issued or acknowledged by Seller (including any exhibits or attachments), any invoice issued or acknowledged by Seller, and these National Plastek, Inc. Standard Terms and Conditions comprise the complete and final agreement between Buyer and Seller (the “Contract Documents”) concerning its subject matter, and supersede all prior negotiations, proposals, representations, commitments, understandings, or agreements between the parties, either written or oral. Buyer’s issuance of a Purchase Order or similar request to provide goods, acceptance or acknowledgement of Seller’s Quote, or acceptance of goods provided by Seller, shall constitute Buyer’s acceptance of the Contract Documents. Any subsequent use by Buyer of any form or document containing printed terms and conditions which are inconsistent with the terms of the Contract Documents will have no force or effect as the Contract Documents contain the entire understanding of the parties and are intended as the final expression of the agreement between Buyer and Seller. No other purchase order, agreement, quotation, acknowledgment, shipping instruction or other document which in any way modifies or adds to any of the Contract Documents will be binding upon Seller unless made in writing, noting the specific term being modified and how said term is being modified, and signed by Seller’s authorized representative. Any execution by Seller of any other document submitted by Buyer in connection with the purchase of goods does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Contract Documents and these Terms and Conditions, but will constitute only acknowledgment of receipt of the document

LIMITED WARRANTY

Given the nature of the product, Seller warrants that its products are free from defects in materials and workmanship if used under normal recommended operating conditions within design limitations. Seller’s liability is limited to repair and replacement of a product due to defects in material and workmanship for a period of three (3) months from the date of delivery to Buyer. Seller’s liability shall not extend to any additional parts incorporated into its products by Buyer or repair or alteration performed by anyone other than Seller. Under no circumstances shall Seller be liable for consequential damages or the cost of labor in replacing/repairing defective components. Seller is not responsible for errors by Buyer as to the quantity or sizing of products. No representations, express or implied, are made to Buyer that Seller’s products are suitable for any use other than set forth in relevant product specifications. **FURTHER,**

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY OF ITS PRODUCTS OR THE FITNESS OF ITS PRODUCTS FOR ANY PARTICULAR PURPOSE EXCEPT AS EXPRESSLY SET FORTH IN RELEVANT PRODUCT SPECIFICATIONS. NO PERSON, AGENT OR DEALER, OTHER THAN SELLER, SHALL BE AUTHORIZED TO GIVE ANY WARRANTIES OR ASSUME ANY LIABILITY FOR SELLER. IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT SELLER WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY TO BUYER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY BUYER FOR THE SPECIFIC ITEM OR GOOD WHICH CAUSED THE BREACH. THESE LIMITATIONS WILL APPLY EVEN IF THE LIMITED REMEDY IN THIS SECTION FAILS OF ITS ESSENTIAL PURPOSE.

OTHER TERMS AND CONDITIONS OF SALE

1. **PRICING AND TAXES:** Due to the fluctuating price of raw materials, Buyer acknowledges that all prices and quotes are subject to change without notice. Buyer acknowledges that its minimum order shall be one thousand pounds (1,000 lbs.). Buyer acknowledges that any price quotation given by Seller does not include applicable sales, use, excise, or similar taxes. If Seller is required to collect or pay any tax from Buyer, quoted prices will be increased to include said tax. Buyer will pay applicable tax as part of the purchase price. If said tax is not collected at the time of payment, Buyer will hold Seller harmless from the same. Unless otherwise specified in other of the Contract Documents, all amounts due shall be fully paid by Buyer within 30 days from date of invoice by Seller.

2. **DELIVERY/RISK OF LOSS:** Any shipment of goods shall be F.O.B. at Seller's factory, unless specifically stated otherwise in Seller's quote. Title and risk of loss will transfer to Buyer upon delivery to a carrier. Seller will not be liable for delays or failure in delivery due to acts of God or public authority, labor disputes, accidents, floods, fires, weather conditions, failure or delay of carrier, delay of supplier, or any other reason beyond Seller's control. Any delivery date requested by Buyer will be subject to Seller's acceptance. Buyer shall inspect all products upon receipt and make any claim for alleged defect within ninety (90) days after receipt.

3. **CANCELLATION CHARGES:** Order cancellation and/or reschedules are subject to Seller's approval and are also subject to cancellation charges and price increases. Cancelled orders for custom products will be subject to charges including but not limited to purchased raw material and custom tooling or setup. If Buyer cancels an order for any reason, Buyer shall be responsible to pay for any work Seller or its suppliers have completed to the point of cancellation and for any expenses incurred by Seller or its suppliers for materials or otherwise plus a cancellation fee equal to 10% of the invoice price. Seller will have the right to cancel orders in the event of Buyer's delinquency in payment, or for any acts or omissions of Buyer that delay Seller's performance, or in the event of Buyer's bankruptcy or insolvency.

4. WAIVER THROUGH COURSE OF DEALINGS/ENFORCEABILITY: No course of dealing between the parties or any waiver of a breach of any provision of the Contract Documents shall constitute a waiver of any other breach or of such provision. Should any provision of the Contract Documents be held invalid or unenforceable, the remaining terms will remain in full force and effect, consistent with the terms of the Contract Documents taken as a whole. Seller is an independent contractor and not an agent of Buyer. The obligations of the parties under the Contract Documents, which by their nature would continue beyond the termination, cancellation or expiration of the Contract Documents, shall survive termination, cancellation or expiration of the Contract Documents.

5. GOVERNING LAW: The validity and interpretation of the Contract Documents shall be construed in accordance with the laws of the State of Michigan, and Buyer hereby consents to the jurisdiction over this contract and any controversies arising out of the Contract Documents. The parties (a) irrevocably submit to the jurisdiction of any Michigan or federal court sitting in Grand Rapids, Michigan, in any legal action arising out of this agreement, (b) agree that all claims in any action may be decided in either court, and (c) waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum. The parties also agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Contract Documents.

6. CHANGES FOR CLERICAL ERRORS: Seller reserves the right from time to time to correct any typographical or clerical errors, including errors in mathematical computation, which may exist in any of the Contract Documents.

7. AUTHORITY: Each signatory represents that it has all requisite authority to execute and/or approve any of the Contract Documents on behalf of its principal and that the Contract Documents are fully enforceable against the principal in accordance with their terms.