

## SUSPA, INCORPORATED TERMS OF PURCHASE

All SUSPA, INCORPORATED ("Buyer") purchase orders are subject to the following terms and conditions. In these Terms of Purchase, "goods" and "services" refers to the goods or services described in Buyer's purchase order that Buyer is to purchase from the seller named in the purchase order ("Seller"); "order" refers to Buyer's purchase order, including these Terms of Purchase; and "Contract" refers to any contract formed pursuant to the order.

1. **Agreement:** The order is an offer to buy by Buyer, and Buyer rejects any prior offers to sell made by Seller. If the order nevertheless is in legal effect an acceptance of a prior offer by Seller, then Buyer's acceptance is conditional upon Seller's assent to all terms of the order that are additional to or different from the terms of Seller's offer. By signing and returning a copy of the order or by accepting the order electronically or by shipping the goods or performing the services, Seller accepts and agrees and assents to all of the terms contained in the order.

2. **Price and Payment:** Unless Buyer agrees otherwise in writing, Buyer will not be required to pay any excise, sales, use, transfer or other taxes arising because of Buyer's purchase from Seller. Buyer will not pay any late charges, interest, finance charges, or similar charges: Buyer's payments of the purchase price does not indicate Buyer's acceptance of the goods or services. Unless otherwise specified on the face of the order, all payments will be in U.S. Dollars. Payment terms, including any discount periods, will run from the latest of (a) the scheduled date for delivery or performance; (b) the actual date of delivery of conforming goods or performance of conforming services; (c) the date of Seller's invoice; (d) in the case of capital equipment, completion of Buyer's final inspection and acceptance after installation; and (e) in the case of tooling, approval by Buyer of production pieces produced by the tooling.

3. **Delivery and Force Majeure.** Unless Buyer agrees otherwise in writing, Seller will deliver the goods FCA ("free carrier") (Incoterms 2010) at Buyer's facility identified in the order, except that if Buyer's facility and Seller's facility (from which the goods will be shipped) are both located in the United States, then Seller will deliver the goods F.O.B. (Uniform Commercial Code term) Buyer's facility identified on the face of the order, and except that Buyer may at its option take delivery of all or any part of the goods at Seller's facility. Time of delivery or performance is of the essence, and Buyer's stated delivery or performance date and the date for performance of any other obligation of Seller, will not be extended or excused for any reason, including anything that Seller cannot control.

4. **Excess, Installment, and Early Deliveries:** Unless Buyer agrees in writing, if Seller delivers more than 110% of goods Buyer ordered, then Buyer will not have to pay for the excess goods but will retain possession of the goods. Buyer's acceptance of a delivery containing less than 90% of the required quantity will not relieve Seller of its obligation to deliver the balance of the ordered goods at the price and terms of the order. Unless Buyer agrees in writing, Seller will deliver all of the goods in a single delivery and not in installments. No delivery may be more than 8 days prior to the delivery date or 2 days after the delivery date set forth in the order. If Seller delivers the goods earlier than 8 days prior to the delivery date, Buyer may, at Seller's expense and risk, either store the goods or return the goods to Seller. Buyer's acceptance of an early delivery will not change the payment terms.

5. **Export Requirements, Drawback and Refund Rights:** Seller will prepare, maintain and, to the extent that applicable law, regulation or customs authority requires Seller to do so, submit to the applicable customs authorities, all information and documentation that is necessary to comply with the applicable customs and export requirements of each country from which the goods will be exported, and Seller will comply with all other applicable customs requirements. Whenever

Buyer requests Seller to do so, Seller will promptly furnish to Buyer copies of that information and documentation. Seller is solely responsible for complying with all technical compliance and country of origin requirements of each country from which the goods are exported. Seller assigns and transfers to Buyer all transferable customs duty and tax drawback or refund rights relating to the goods, including rights developed by substitution and rights that Seller acquires from its suppliers. Seller will promptly inform Buyer of each such right and, upon Buyer's request, will promptly provide to Buyer all documents and information that are required for Buyer to obtain each applicable drawback and refund. Seller at all times will maintain, and will cause each of Seller's suppliers and logistics providers to maintain, at each facility where the goods are manufactured or located, strict security measures that are reasonably calculated to prevent acts of terrorism with respect to the goods.

6. **Blanket order:** If the face of the order states that it is a blanket purchase order or blanket purchasing agreement, then, except to the extent otherwise expressly stated on the face of the order: (a) Seller is obligated to deliver to or perform for Buyer all goods or services that Buyer orders or releases during the period or in accordance with any delivery or performance schedule specified on the face of the order; (b) Buyer is not obligated to order, release or purchase from Seller any particular quantity or volume of goods or services, regardless of any estimates or projections of future purchases; and (c) Buyer may purchase any or all of the goods or services from others.

7. **Representations, Warranties and Agreements about Seller:** Seller represents and warrants to Buyer, and agrees, that: (a) Seller has all necessary experience, qualifications, expertise, authority, licenses, and permits to enable it to perform its obligations under the Contract; (b) the Contract is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms and conditions; (c) Seller is and at the time of each order will be solvent; (d) Seller will not offer or give gratuities, gifts or other objects to any employee of Buyer or of any affiliate of Buyer (with exceptions for reasonable gifts of less than \$50 value or personal entertainment); and (e) Seller is and will continue to be in compliance with all equal employment and affirmative action provisions of Executive order 11246, the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 and all implementing regulations under that order, VEVRAA and Section 503.

8. **Representations, Warranties and Agreements about the goods and services:** Seller represents and warrants to Buyer, and agrees, that: (a) the goods will be new; (b) the goods and services will be merchantable, of good material, workmanship and quality, fit for the purposes for which Buyer intends and free from faults and defects; (c) the goods and services will conform to samples, drawings, specifications, performance criteria standards, as well as any other requirements that are referred to on the face of the order or that Buyer has otherwise specified or agreed to in writing; (d) the goods, their manufacture, packaging, labeling, branding and sale and the services will comply with all applicable federal, state and local laws, regulations, standards and orders, including, without limitation, the Fair Labor Standards Act of 1938, National Traffic and Motor Vehicle Safety Act of 1966, and the Occupational Safety and Health Act of 1970, as

amended, and all environmental laws; (e) the prices of the goods or services and any discounts, advertising allowances or other merchandising payments or services that the Contract requires Seller to provide to Buyer are as favorable to Buyer as the lowest prices and the highest discounts, advertising allowances, or other merchandising payments or services that Seller provides to other buyers of comparable goods or services; (f) Seller will promptly furnish to Buyer all information and copies of documents (including, but not limited to, complaints, inquiries, test or inspection results and warnings) that Seller receives from an end-user of the goods, a government agency, an employee or agent of Seller, or any other person or source that suggests or indicates that the goods may not conform to the requirements of this paragraph; and (g) Seller has and follows, and will continue to have and follow adequate quality and security procedures that assure that the goods and services will comply with the foregoing warranties, representations, and agreements. In addition, Seller acknowledges that Buyer supplies products to public companies that must file reports with the United States Securities and Exchange Commission under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 that regulate Conflict Minerals. As such, Buyer requires Seller to ensure that its products do not contain Conflict Minerals. As used in these Terms of Purchase, Conflict Minerals means (1) columbite-tantalite (coltan), cassiterite, gold, wolframite, and their derivatives (which derivatives are currently limited to tantalum, tin, and tungsten); and (2) any other mineral or its derivatives, the exploration and trade of which is determined by the U.S. Secretary of State to be financing conflict in the Democratic Republic of Congo or an adjoining country. Seller represents and warrants to Buyer that no Conflict Minerals will be contained in or are necessary to the functionality or production of any of the goods, parts, or materials delivered to Buyer under these Terms of Purchase. Seller is also responsible for ensuring that goods or raw materials for Seller's goods received from its sub-suppliers and subcontractors do not contain Conflict Minerals. By selling goods to Buyer, Seller represents and warrants to Buyer that Seller's sub-suppliers and subcontractors goods, parts, or materials do not contain Conflict Minerals. Upon Buyer's request, Seller will give Buyer such documents, information, and other evidence of the accuracy of the foregoing representations and warranties and certificates of compliance with applicable laws and regulations. Seller agrees to immediately inform Buyer in writing if Seller learns or has reason to believe that any of foregoing representations and warranties are untrue with respect to any goods, parts, materials, or services that have been delivered to Buyer. Buyer's approval of samples, drawings, specifications, or standards will not relieve Seller of any of its warranties, including, without limitation, warranties of merchantability, fitness, and compliance with laws. Seller's warranties extend to future performance of the goods and services; survive inspection, tests, acceptance, and payment; and extend not only to Buyer but also to Buyer's customers and to end-users of the goods.

9. **Indemnity:** Seller will indemnify and hold Buyer and its directors, officers and employees ("**representatives**") harmless (and defend Buyer and its representatives if Buyer requests) as to any claims, liabilities, losses, damages, and expenses including, without limitation, attorneys' fees and other legal expenses brought against or incurred by Buyer or its representatives because of: (a) any breach by Seller of any of its warranties to, or agreements with, Buyer; (b) any claim of unfair competition or patent, trademark, or copyright infringement relating to the goods or services; (c) any of Seller's goods containing Conflict Minerals; or (d) any death, injury, or damage to any person or property or any recall alleged to have been caused by the goods or services or by

Seller's manufacture of the goods or performance of the services.

10. **Inspection and Tests:** Buyer's employees or agents may during customary business hours enter Seller's premises to inspect and test the goods, Seller's manufacturing processes, any materials, components or work-in-process that Seller will use in their manufacture. If Buyer's inspection of any part of the goods, whether before or after delivery, identifies non-conforming goods then Seller will reimburse Buyer for all costs and expenses (including internal labor) that Buyer incurs in inspecting all of the goods.

11. **Shut Down:** If a material part of Buyer's business is shut down, permanently or temporarily, because of anything Buyer cannot reasonably control (such as casualty or labor trouble), Buyer may cancel this order without liability except as to conforming goods delivered to, or conforming services performed for Buyer before Buyer cancels this order.

12. **Changes:** Buyer may at any time, by written notice to Seller, change the order or Contract as to specifications for the goods or services, time or place of delivery or performance, method of packing or shipment, or quantity of the goods or extent of the services. If this causes a change in Seller's cost or time of performance, and Seller gives Buyer a written request for an adjustment within 20 days after notice of the change, then an equitable adjustment will be made in the price or time for delivery or performance, or both.

13. **Termination at Buyer's Option:** Buyer may terminate the Contract, in whole or in part, at any time by written notice to Seller stating the extent and effective date of termination. Upon receipt of the notice, Seller will, unless otherwise directed by Buyer, stop work and acquisition of materials under the Contract and protect property in Seller's possession in which Buyer has or may acquire an interest. Not later than 30 days after the effective date of termination, Seller may submit to Buyer its claim, if any, for reasonable compensation for termination. Buyer will have the right to audit and inspect Seller's books, records, and other documents relating to the termination claim. If the parties cannot agree within a reasonable time upon the amount of fair compensation for the termination, then Buyer will pay to Seller, without duplication: (a) the Contract price for conforming goods or services that Seller has completed and delivered or performed (as applicable) in accordance with the provisions of the Contract and that Buyer has not paid for; (b) the actual costs incurred by Seller that are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of the Contract, but not to exceed the Contract price for the terminated portion of the Contract, less any payments that Buyer made; and (c) the value to Seller of any raw materials, work-in-process and finished goods that Seller retains and that are allocable to the terminated portion of the Contract under such practices. Buyer will pay these amounts after Seller delivers to Buyer all of the completed goods. If Buyer makes payments of the purchase price to Seller that in the aggregate exceed the total amounts payable by Buyer to Seller under the preceding provisions, then Seller will promptly refund the excess to Buyer. Termination under this paragraph will terminate only Seller's obligation and right to deliver goods or provide services under any provision of the Contract other than this paragraph and will not terminate or impair Seller's other obligations, or any of Buyer's rights, under the Contract.

14. **Buyer's Remedies:** Without limiting other rights and remedies available to it, Buyer may, at its option: (a) return nonconforming goods to Seller at Seller's risk and expense, and require Seller either to give Buyer full credit against the price or promptly to repair or replace the goods at Seller's risk and expense; (b) retain nonconforming goods and set-off losses against any amount that Buyer owes Seller; or (c) repair or replace nonconforming goods and charge Seller with the

expense. If at any time (i) Seller defaults in the performance of any of Seller's obligations to Buyer under the Contract or under any other agreement between Seller and Buyer; (ii) Seller repudiates the Contract; or (iii) any warranty or representation that Seller made to Buyer in or in connection with the Contract is false or misleading in any material respect, then Buyer may terminate the Contract, in whole or part, without liability to Seller, and Seller will promptly pay to Buyer all damages that Buyer incurred as a result of the termination or as a result of the event or circumstance that Buyer terminated. If Buyer does terminate the Contract, then Seller, if and to the extent that Buyer demands, will immediately deliver to Buyer all finished and unfinished goods, all work-in-process, and raw materials that Seller acquired for use in the manufacture or processing of the goods, and all samples, designs, drawings, specifications and software that Buyer is purchasing from Seller under the Contract, including, without limitation, all work-in-process, all source, object and pseudo codes, all pre-existing programs intended to be incorporated in the software, and all intellectual property rights in the foregoing. Buyer's payment of part or all of the purchase price will not be a precondition to Seller's obligation to make the delivery. After Seller has made the delivery and Buyer has determined its damages (including, without limitation, any cost of "cover" or of completing the manufacture or processing of the goods), then Buyer will pay to Seller any excess of any unpaid part of the purchase price properly allocable to any conforming goods, work-in-process, and raw materials that Seller delivered to Buyer over the Buyer's damages. Buyer's termination under this section will terminate only Seller's obligation to deliver goods or provide services other than as this section requires and will not terminate or impair Seller's other obligations, or any of Buyer's rights, under the Contract. In addition to Buyer's rights described in these Terms of Purchase, Buyer has all of the other rights and remedies that the law gives to buyers, including the right to recover incidental and consequential damages that result from Seller's breach. Buyer does not lose any right because Buyer does not exercise that right. Buyer will have the full statutory period of limitations to bring any action that arises out of Buyer's agreement with Seller. A reasonable time for Buyer to reject or revoke acceptance of the goods is not less than one year from the date of delivery. A reasonable time for Buyer to notify Seller of any breach is not less than two years from when Buyer discovers the breach.

**15. Buyer's Property:** Any samples, designs, drawings, specifications, methods of manufacture, intellectual property, documents and other information and any tooling, equipment or other property that Buyer furnishes to, or acquires from, Seller in connection with Seller's manufacture of the goods or performance of the services ("Buyer Property") are and will at all times be Buyer's sole and exclusive property. Seller will (a) maintain the Buyer Property in good condition; (b) mark the Buyer Property "PROPERTY OF SUSPA, INCORPORATED"; (c) not commingle the Buyer Property with property of Seller or third parties; (d) allow Buyer to inspect and examine the Buyer Property at any time; and (e) return the Buyer Property to Buyer upon Buyer's request.

**16. Government Contracts:** If Buyer will use the goods or services covered by the order in connection with a contract with the United States or other government, then all terms and conditions that the government contract or any law or regulation requires to be included in any contract formed pursuant to the order ("Government Terms") are incorporated in the order by reference. If any provision of the order is inconsistent with any Government Term, then the Government Term will control.

**17. Insurance:** Seller will maintain insurance coverage that will fully protect both Seller and Buyer from any and all claims and liabilities of any kind or nature for property damage, personal injury, death, and economic damages, to any person, that arises from the goods or their use or the performance of

the services or any activities connected with the services. Seller will maintain employee's liability and compensation insurance that will protect Buyer from claims and liabilities that Seller or any employee or agent of Seller makes under any applicable worker's compensation or occupational disease acts. All such insurance will be in amounts and coverage, and shall be issued by insurers, that are satisfactory to Buyer. Upon Buyer's request at any time, Seller will furnish to Buyer certificates evidencing required insurance.

**18. Prepayment:** If Buyer pays any part of the purchase price of the goods before Seller delivers those goods to Buyer, then (a) title (but not risk of loss) to each item of the goods passes to Buyer upon identification of the item to the Contract; (b) to the extent necessary to protect Buyer's title to the goods, Seller grants Buyer a security interest in the goods to secure Seller's obligation to deliver those goods to Buyer and all of Seller's other present and future obligations to Buyer; and (c) Seller will obtain from each person that holds a security interest in or lien upon the goods a written agreement releasing that security interest or lien or subordinating it to Buyer's interest in the goods.

**19. Work on Premises:** If Seller's performance of services or delivery or installation of goods involves operations by its employees or subcontractors on Buyer's premises or the premises of a customer of Buyer, then (a) Seller will at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and will cause them to comply with all fire prevention and safety rules and regulations in force at the premises; (b) Seller will keep the premises free from accumulation of waste materials that its employees or subcontractors cause; and (c) upon completion Seller will promptly remove all of Seller's equipment and surplus materials.

**20. Services:** If the order covers services, then (a) Seller is an independent contractor, and neither Seller nor any of Seller's employees or agents will be considered agents or employees of Buyer; and (b) Seller will furnish, at Seller's expense, all labor, materials, equipment, transportation, facilities, and other items that are necessary to perform the services.

**21. Confidentiality and Non-Use:** Seller will not sell or offer to sell or otherwise provide to anyone other than Buyer any goods made in accordance with any drawings, designs or specifications that Buyer furnishes to Seller or that incorporate, embody or are made in accordance with any of Buyer's intellectual property. Seller will maintain the confidentiality of, and may not disclose or use or permit to be disclosed or used or to be viewed by any third party (including any of Seller's suppliers), the goods, any designs of or specifications for the goods, any Buyer Property or any information concerning Buyer's business, operations or activities, including, without limitation, information concerning Buyer's present or proposed products, product developments, plans, strategies, finances, know-how, sales, customers and marketing or sales techniques ("Confidential Information"), except that Seller may disclose Confidential Information to a third party (excluding a competitor of Buyer or a subsidiary or affiliate of a competitor) only to the extent disclosure is necessary in order for Seller to perform its obligations under the Contract. If Seller breaches or threatens to breach this section or the section titled Buyer's Property, then Buyer's remedies at law will be inadequate. Therefore Buyer will have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity, and Buyer's rights and remedies will be cumulative..

**22. Intellectual Property:** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, trademarks, trade names, trade dress, service marks, names, software and other works and matters that Seller creates or develops in the course of Seller's

performance of the services or Seller's design or development of the goods for Buyer, including all proprietary rights in the foregoing ("Developed Intellectual Property") will be Buyer's sole property, and Seller assigns, and agrees to assign, to Buyer all right, title and interest that Seller now has or in the future acquires in the Developed Intellectual Property. All copyrightable works that Seller creates or develops in the course of Seller's performance of the services or Seller's design or development of the goods for Buyer will be considered "works made for hire" within the meaning of the federal Copyright Act of 1976, as amended, and under the equivalent laws of any other country. To the extent that any such copyrightable work is not considered a "work made for hire," it will be the sole property of Buyer, and Seller assigns, and agrees to assign, to Buyer all right, title and interest that Seller now has or in the future acquires in it and in all copyright rights in it. Seller will sign and deliver to Buyer all assignments and other documents, and Seller will take all other actions that Buyer requests for the purpose of perfecting Buyer's ownership of and title to the Intellectual Property and in any copyrightable work that is not considered a "work made for hire" and in all copyright rights in it. If the goods or their design are subject to any pre-existing patent rights or other proprietary rights that Seller holds, then Seller grants to Buyer an irrevocable, non-exclusive, royalty-free license of the patent rights and other proprietary rights to the extent necessary to enable Buyer to modify, repair or rebuild any or all of the goods. This license is in addition to all licenses impliedly granted to Buyer as a purchaser of the goods. Without Buyer's express written consent, Seller will not use Buyer's name or any trademark, trade name, service mark or trade dress that Buyer owns or that is licensed to Buyer or to any affiliate of Buyer, without Buyer's express, written consent, and Seller may not sell to anyone other than Buyer any goods bearing any such trademark, trade name, service mark or trade dress.

**23. Unsafe or Unfit goods:** If a governmental agency declares or if Buyer believes in good faith that any of the goods, any material included in any of the goods, any packaging or supplies used in connection with the goods does not or may not conform with an applicable consumer product safety standard or is or may be otherwise unsafe or unfit for the intended use of the goods, then, without limiting other rights and remedies that are available to Buyer, the following will apply: (a) Seller will give Buyer written notice of any such declaration and will furnish to Buyer copies of the declaration and of all relevant notices, documents and correspondence; (b) Seller will stop including the material in the goods; (c) Buyer may terminate the order or the Contract, without liability to Seller, by giving written notice to Seller, which will be effective immediately or on any later date that the notice specifies; (d) if Buyer does terminate, then Buyer's obligations under the Contract will terminate immediately and Buyer will not be obligated to pay Seller damages or other compensation by reason of the termination; and Seller will, unless Buyer directs otherwise, stop work and acquisition of materials under the Contract and protect property in Seller's possession in which Buyer has or may acquire an interest; (e) Buyer will have the right (i) to recall (i.e. purchase or repurchase) any or all of the goods from its customers, end-users, and any others having possession of the goods. Seller will reimburse Buyer for all costs that Buyer incurs in doing so and will assist Buyer and any applicable governmental agency in the recall, to the extent that Buyer requires Seller to do so; and (ii) to return to Seller, at Seller's expense, all such goods, packaging or supplies that Seller has delivered to Buyer and to require Seller to refund the price to Buyer, whether or not Buyer would then have the right under applicable law to reject or to revoke acceptance of those goods, packaging or supplies; (f) to the extent that Buyer requests, Seller will assist Buyer in any or all aspects of a recall, including, without limitation, developing a recall strategy and preparing and furnishing reports, records,

and other information; (g) if Seller demonstrates to Buyer's satisfaction that there is a safe and fit substitute for any such material, packaging, or supplies and that the substitute conforms to all of the requirements of the Contract and that Seller can and will use the substitute in or with respect to the goods, then Buyer will have the right, but no obligation, in Buyer's sole discretion, to reinstate the Contract and to require Seller to perform in accordance with the Contract, except that Seller will use the substitute goods or materials; and (h) whether or not Buyer terminates or reinstates the Contract, Seller will pay to Buyer an amount equal to all damages that Buyer incurs from declaration by the governmental agency; the good faith belief by Buyer, any resulting recall or delay in performance or return of goods to Seller and any termination of the Contract by Buyer.

**24. Other Terms:** Seller will not have and waives any security interest in or lien (including any statutory or common law lien) upon any Buyer Property, the goods, or services. Seller may not delegate or subcontract any of its obligations under the order or the Contract without Buyer's written consent. Buyer may deduct, recoup and set off any amounts that Buyer at any time owes to Seller under the Contract from and against any damages or other amounts that Seller then owes to Buyer. This applies whether under the Contract or not and whether or not Seller will have assigned to another ("Assignee") its rights to receive amounts that Buyer is required to pay under the Contract. All such rights of an Assignee will be subject to all of the terms of the Contract and to all claims and defenses that Buyer at any time has against Seller, whether arising under the Contract or otherwise. If at any time Buyer has reasonable grounds for insecurity as to Seller's performance, then Seller will provide adequate assurance of due performance within 10 days after Buyer demands the assurance, which will be considered to be a reasonable time. Buyer will continue to have all of its rights under the Contract even if it does not fully and promptly exercise all rights on all occasions. Buyer's failure to exercise, or Buyer's waiver of, a right or remedy on one occasion is not a waiver of that right or remedy with respect to any future occasion.

**25. Governing Law and Language:** The order and the Contract will be governed by, and interpreted according to, the law of the State of Michigan, U.S.A., excluding the United Nations Convention on Contracts for the International Sale of goods. This agreement will be interpreted in the English language only. Any state or federal court in Kent County, Michigan, may handle any action based upon or arising out of the order or the Contract, and Seller irrevocably consents that the court will have personal jurisdiction over Seller and waives any objection that the court is an inconvenient forum.

**26. Complete Agreement:** Seller has not made any promises or representations to Buyer, and Buyer has not made any to Seller, that are not in the order. Any change in, or waiver of, any provision of the order or the Contract must be contained in a writing signed by an authorized officer of Buyer.