

TWEDDLE GROUP

PURCHASE ORDER TERMS AND CONDITIONS

1. **Definitions:** The term "Articles" means goods, material, equipment, products, technical data, intellectual property, drawings, or services identified in the Purchase Order. The term "Purchase Order" shall collectively mean any Purchase Order Purchaser has to date issued to Seller and any Purchase Order issued in the future by Purchaser to Seller.
2. **Seller's Acceptance:** The Purchase Order constitutes Purchaser's offer to Seller. Acceptance of this offer by the Seller is expressly limited to the terms and conditions set forth herein. In the event that the invoice from the Seller contains terms and conditions that are additional to or different from those set forth herein, this offer shall be deemed a notice of objection to and a rejection of such additional or different terms and conditions. Purchaser accepts Seller's Articles only on the condition that Seller expressly assents to the terms and conditions contained of this Purchase Order. The delivery of any Articles shall constitute a full acceptance by the Seller of the Purchase Order.
3. **Price and Payment:** Purchaser shall not be invoiced at a price higher than that stated on the face of this Purchase Order ("Price"), which shall be binding on Seller for 12 months. If the Purchase Order is not priced, Seller shall not charge a higher price than last quoted or charged to Purchaser. Seller warrants that the Price is the lowest charged by Seller for the Articles to any customer and that any reduction made by Seller in the price of Articles covered by this Purchase Order before Purchaser's acceptance of the Articles shall be applicable to this Purchase Order. Unless otherwise stated on the face of this Purchase Order, the Price is deemed to include (a) all applicable federal, state and local taxes and (b) the charges for insurance, import dues, packaging, transportation and any other fee or expense relating to the provision of the Articles or services ordered. Payment shall be made within the agreed upon terms of Purchaser's acceptance of the Articles or Purchaser's receipt of Seller's invoice, whichever is later.
4. **Quantity:** Unless otherwise specified on the face of this Purchase Order, such order shall be shipped complete. Purchaser shall not be obligated to accept any shipment of Articles in excess of the quantity specified in this Purchase Order. Any excess quantity will be held at Seller's risk and expense for a reasonable time awaiting return shipping instructions from Seller. Risk of loss and return shipping damages for any excess shall be borne by Seller.
5. **Warranty:** Seller warrants that the Articles delivered shall conform to the specifications provided in the Purchase Order, shall be free from any liens or encumbrances, shall be of new material and good workmanship, merchantable and free from defects, and shall be fit for the purposes intended by Purchaser. Unless Purchaser executes and delivers to Seller an express waiver of warranty, Purchaser and the Seller agree that the implied warranties of merchantability and fitness for a particular purpose and other warranties, express and implied, apply to this transaction and the Articles sold.
6. **Special Products:** Unless otherwise provided on the face of this Purchase Order, Purchaser shall become the owner of and be entitled to possession of any drawings, special dies, tools, patterns, tooling, or equipment required for the manufacture of the Articles (the "Special Tooling"), whether or not such Special Tooling is furnished by Seller or Purchaser. Seller shall be the bailee of the Special Tooling and shall have no ownership interest or otherwise in the Special Tooling. Seller waives any rights, including lien rights that may arise in connection with the Special Tooling. Upon demand by Purchaser, Seller shall immediately return all Special Tooling to Purchaser. Purchaser shall have access to Seller's premises for the purpose of retrieving any Special Tooling. The Special Tooling, which is furnished by Seller, shall be at no cost to Purchaser. Purchaser, at its option, may reimburse Seller for Seller's reasonable cost for the Special Tooling.
7. **Time of Performance/Delivery:** Performance shall be in accordance with the expressed time and delivery provisions contained on the Purchase Order. Purchaser shall not be required to make payment for Articles delivered to Purchaser which are in excess of the quantities specified in Purchaser's delivery schedules. Purchaser may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the Price for Articles covered by a Purchase Order. For orders for Articles where quantities and/or delivery schedules are not specified, Seller shall deliver Articles in such quantities and times as Purchaser may direct by written notice. Except as Purchaser may otherwise direct, the Articles shall be delivered complete to Purchaser in the stated quantity and by the required delivery date. Regardless of F.O.B. point, Seller agrees to bear all the risks of loss, damages, or destruction of the Articles ordered herein which occur prior to acceptance by Purchaser. No such loss, damage, or destruction shall release Seller from obligations hereunder.
8. **Packing:** All Articles shall be suitably packaged for shipment to prevent damage.
9. **Inspection of Articles:** All Articles delivered to Purchaser are subject to inspection and acceptance or rejection by Purchaser within a reasonable time, notwithstanding any prior payment of the Price. Such inspection shall occur only upon the arrival of the Articles at the Purchaser's designated facility. Any Articles that are rejected or for which Purchaser revokes its acceptance may be held at Seller's risk and expense and may be returned and charged back to Seller at its own expense. For any Articles that are rejected or for which acceptance is revoked, the quantity under the Purchase Order shall be automatically reduced, and no substitution or replacement shall be made unless authorized in writing by Purchaser.
10. **Changes:** At any time prior to delivery, Purchaser, in its sole and unfettered discretion, may increase or decrease the ordered quantity of Articles or make any other change in the Purchase Order, whether in whole or in part, by providing written notice to Seller. If any such change causes an increase or decrease in the cost or time required to perform this Purchase Order, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly. Seller shall be deemed to have waived any claim for adjustment unless asserted in writing within 10 days from the date of Purchaser's written notice of change.
11. **Setoff:** Purchaser shall be entitled at all times to deduct from the amount due the Seller under this Purchase Order, either damages for any breach of this Purchase Order or amounts otherwise due Purchaser from Seller, irrespective of whether or not deduction is related to the Articles or services covered by this Purchase Order.
12. **Breach:** The failure of Seller to perform any provision of this Purchase Order required to be performed by Seller including, but not limited to, a breach of the warranty provided in this Purchase Order, shall be a Breach of this agreement.
13. **Termination, Breach and Time for Performance:** Purchaser may, at any time and for any reason or no reason, terminate this Purchase Order in whole or in part by written notice to Seller, whether Seller is in Default or not. Upon termination, Purchaser shall have

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no obligations hereunder except to the extent provided in this paragraph 13. If this Purchase Order is terminated without a Breach by Seller, Seller shall be entitled to, as its sole and exclusive remedy, reimbursement of Seller's reasonable cost incurred in the performance of this Purchase Order prior to the effective date of the termination, provided that such reimbursement shall not exceed the Price. If this Purchase Order is terminated by Purchaser for Seller's Breach, Seller shall not be entitled to any reimbursement, and Purchaser may pursue any and all remedies it may have against Seller under this Purchase Order or at law or in equity.

14. **Remedies:** Each of the rights and remedies reserved by Purchaser in this Purchase Order shall be cumulative and additional to any other or further remedies in law or equity.
15. **Insolvency:** Purchaser may immediately cancel this Purchase Order in whole or in part without liability to the Seller upon the occurrence of any of the following or any other comparable event: (a) insolvency of the Seller, (b) filing of voluntary or involuntary petition for bankruptcy, (c) appointment of a receiver or trustee for Seller, (d) execution by Seller of an assignment for the benefit of creditors.
16. **Assignment/Subcontracting:** Seller shall not assign this Purchase Order, any interest herein or any rights hereunder or any obligation to be performed hereunder without the prior written consent of Purchaser.
17. **Indemnification and Insurance:** Seller shall indemnify, defend and hold harmless Purchaser and its customers against any "indemnity loss" arising out of, connected with or resulting from the Articles including, without limitation, the selection, delivery, possession, use, operation or return of the Articles. "Indemnity loss" includes, but is not limited to, all claims, actions, suits, proceedings, costs, expenses, damages, liabilities, penalties, fines, actual attorney fees, consequential and incidental damages, and loss, damage, liability or claims arising from injury or death to persons or damage to property. Seller shall maintain such public liability insurance, automobile liability insurance, workmen's compensation, and employer's liability insurance as will adequately protect Purchaser against damages, liabilities, claims, losses, and expenses. Seller agrees to submit certificates of insurance evidencing the insurance coverage when requested by Purchaser.
18. **Government Compliance:** Seller agrees to comply with all federal, state, and local laws, executive orders, rules, regulations, and ordinances that may be applicable to Seller's performance of its obligations under this Purchase Order. Seller represents and warrants to Purchaser that all material and/or equipment rented, leased or purchased under this Purchase Order meets all standards of the Occupational Safety and Health Act of 1970 and Construction Safety Act of 1969, as amended, and of applicable State and Local laws and regulations pertaining to safety. The Seller agrees to defend, indemnify and hold Purchaser harmless of and from any loss, including but not limited to any fines, penalties and corrective measures, Purchaser may sustain by reason of Seller's failure to comply with said laws or regulations in connection with the design, manufacture and/or installation (if installation is included) of Articles.
19. **No Modification:** Any attempt by the Seller to vary the terms of this offer shall be deemed a material alteration. Such alteration will constitute a rejection of offer and shall not be binding unless the new provisions are accepted in a writing executed by Purchaser and delivered to the Seller.
20. **No Implied Waiver:** No covenant or condition of this Purchase Order can be waived except by the written consent of Purchaser. Forbearance or indulgence by Purchaser in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Seller to which the same may apply.
21. **Entire Agreement:** This Purchase Order constitutes the entire agreement between Purchaser and Seller with respect to the subject matter hereof and supersedes all prior agreements, communications and understandings of any nature whatsoever, whether oral, written or otherwise. This Purchase Order, including this Paragraph 21, shall not be amended or modified except in a writing signed by Purchaser.
22. **Disclosure of Information:** Unless otherwise expressly agreed to in writing, all information disclosed by Purchaser to Seller or to which Seller otherwise obtains during the course of performance of this Purchase Order shall be maintained in confidence of Seller and shall remain Purchaser's property. Seller shall not disclose such information to third persons without the prior written consent of Purchaser. Such information shall be used by Seller solely for purposes of performance of this Purchase Order.
23. **Notice:** Any notice to be given hereunder shall be given in writing; postage prepaid and shall be effective when deposited in the U.S. Mail.
24. **Use of Purchaser's Name:** Seller shall not in any advertising sale promotion materials; press releases or any other publicity matters use the name of Purchaser. Purchaser's parent, any affiliate or subsidiary of Purchaser or any variation thereof or language from which the connection of said names may be implied without Purchaser's prior written approval.
25. **Force Majeure:** Purchaser shall not be liable for delays due to causes beyond its control and without its fault or negligence, including but not limited to acts of God, acts of terrorism, the public enemy, the government, strikes or other labor disputes, fires, floods, freight embargoes or unusually severe weather. In the event any such cause affects Seller's performance for a period of 10 or more days, Purchaser may have the right to terminate this Purchase Order for its convenience pursuant to Paragraph 13.
26. **Installation:** In the event the Purchase Order specifies the installation of any materials or equipment or requires that employees of the Seller be present, do work, or make installations on the building or site for which the above materials, equipment or services are purchased, the Seller agrees as follows: (1) to pay all Federal and State taxes on the payroll of its employees under the terms of the various old age, unemployment or pension benefits laws now enacted or which may be enacted prior to completion of this Purchase order; (2) to carry and pay for proper Workmen's Compensation or Employer's Liability Insurance, property damage insurance and public liability insurance, and to hold Purchaser harmless from all costs or damages arising out of actions to or caused by Seller's employees; (3) to abide by and comply with all Federal and State laws and regulations concerning employment, wages and hours of employees engaged in the work, and agree to defend and indemnify Purchaser and save it harmless from all claims which may be made against it by an employee or employees or Governmental Agencies as a result of Seller's failure to comply with such Federal and State laws and regulations. Seller further agrees to defend indemnity and save Purchaser harmless from all claims or suits for damages arising from such work or installation.

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27. **Purchaser Security Rules/Procedures:** Seller and its agents and subcontractors shall comply at all times with Purchaser's security measures, rules and procedures when on Purchaser's premises.
28. **Independent Contractor:** Seller shall provide the Articles pursuant to this Purchase Order as an independent contractor and not as an agent, servant or employee of Purchaser.
29. **Title:** All rights title and interest in and to all deliverable items and all work product produced or delivered pursuant to this Purchase Order shall belong to and vest in Purchaser. Including without limitation all rights to patent such deliverable items or work product and, if the deliverable items or work product are of the type or nature protected by copyright, the deliverable items or work product shall be considered "works for hire" within the meaning of the Copyright Act and may be used by Purchaser for any purpose without restriction. Seller warrants that the Purchaser's purchase, installation and use of the Articles will not result in any claim of or actual infringement of any patent, trademark, copyright, franchise or any other intellectual property right. Seller shall indemnify and hold Purchaser harmless from and against all claims, losses, expenses, damages, causes of action and liabilities of every kind and nature arising from a breach of this warranty.
30. **Liens:** If requested by Purchaser, Seller shall furnish all necessary lien waivers, affidavits or other documents arising out of the furnishing of the Articles.
31. **Governing Law:** This Purchase Order shall be interpreted and construed in accordance with the laws of the State of Michigan. Seller consents to the personal jurisdiction in the State of Michigan for all legal actions arising from any incident to any Purchase Order. Seller further agrees that venue shall lie in Macomb County, Michigan for any and all such legal actions.
32. **Severability:** If any term of a Purchase Order or these terms and conditions is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule or law, such terms shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, executive order or rule. The remaining provisions of the Purchase Order and these terms and conditions shall remain in full force and effect.
33. **Government Safety and Environmental Regulations:** Seller agrees that the articles satisfy current governmental and safety constraints on restricted, toxic and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale.