



## AXIS COMPANY, LLC

### STANDARD TERMS FOR PURCHASES OF GOODS OR SERVICES

1. **Formation of Contract.** The terms set forth in this form ("Order") are the sole terms for the purchase of goods and services by Axis Company, LLC ("Buyer"), and shall apply to the exclusion of any additional or different terms contained in Seller's quotation, proposal or acknowledgment, or otherwise proposed by Seller. The Order is limited to and conditional upon Seller's acceptance of these terms exclusively. Seller's acceptance of these terms shall be conclusively presumed by Seller's shipment of the goods or performance of the services requested under this Order, or by Seller's return to Buyer of an acknowledgment of this Order. Any contract made for the purchase of goods or services by Buyer is conditional on Seller's assent to all of the terms stated in this Order. Buyer objects to any additional or different terms proposed by Seller.

2. **Invoicing; Payment and Price.** All invoices must show the Order number, amendment or release number, Buyer's part number, Seller's part number (where applicable), quantity of pieces in the shipment, number of cartons or containers, Seller's name and number and Bill of Lading Number, before any payment will be made by Buyer for the goods. Unless otherwise stated in this Order, invoices for accepted goods and services will be paid within 60 days of receipt. Payment does not constitute acceptance of goods or services. The price stated in this Order shall not be increased unless specifically authorized in writing by issuance of a revised Order signed by Buyer. Seller warrants that the prices charged Buyer and stated in this Order are no higher than prices charged by Seller to others for similar goods or services in similar quantities and conditions. If Seller reduces its price for the same or similar goods to other customers, Seller shall reduce the prices to Buyer in an equivalent amount. Buyer shall also receive the full benefit of all discounts, premiums and other favorable terms of payment customarily offered by Seller to its best customers.

3. **Taxes.** No sales, use, excise or other taxes, whether federal, state or local, shall be added to the purchase price unless otherwise stated in this Order.

4. **Shipping.** Seller shall deliver to the specific dock identified in the Order. Seller must include a packing list with all shipments. Delivery shall be made in one shipment, unless otherwise specified by Buyer to Seller. Seller shall adhere to shipping directions specified on Buyer's purchase orders. Seller acknowledges that time is of the essence and Seller shall notify Buyer immediately if Seller believes it cannot meet Buyer's delivery requirements. Buyer may from time to time change delivery schedules. Buyer shall not be liable for payment for goods delivered in excess of the quantities or after the times specified in Buyer's delivery instructions to Seller. Unless otherwise stated in this Order, all shipments shall be F.O.B. Buyer's plant and shall be made at Seller's expense and risk of loss. Buyer shall have the right to instruct Seller on the method of shipment and packaging. No charges will be allowed for boxing, crating, packing, or other preparation for shipment. In performing under the Order, Seller shall comply in all respects with all terms of the Buyer including, but not limited to, any engineering requirements or labeling or barcode requirements that are included in or attached to the Order or the applicable Request for Quotation ("RFQ") or the technical specifications attached to the Order, any of which requirements may be amended by Buyer from time to time.

5. **Changes.** Any changes to the design (including drawings and specifications), processing, methods of packing and shipping, and the date or place of delivery of the goods covered by this Order shall not affect the time or performance or cost, unless Seller notifies Buyer in writing within ten (10) days of receipt by Seller of notice of any change.

Without Buyer's prior written approval, Seller shall not change (a) any third-party supplier to Seller of services, raw materials, or goods used by Seller in connection with its performance under this Order, or (b) the nature, type, or quality of any services, raw materials, or goods used by Seller or its suppliers in connection with this Order.

6. **Inspection of Goods; Samples.** All goods and services described in this Order shall be subject to Buyer's inspection and approval. Buyer reserves the right to reject any nonconforming goods or services. Acceptance of any goods shall not relieve Seller from any of its other obligations under this purchase order. Seller shall provide samples in the amounts and at the times requested by Buyer.

7. **Seller's Quality Control; Inspection of Seller.** Seller agrees to comply with all quality requirements and procedures specified by Buyer, as revised from time to time. Seller agrees to establish and maintain quality control procedures to satisfy the requirements of Buyer and Buyer's Customers, including, but not limited to, all applicable industry standards. Buyer has the right to periodically inspect Seller's facility, goods, materials, and property covered by the Order to determine Seller's compliance with applicable quality control standards. Buyer's inspection, whether during manufacture, prior to delivery, or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods or services. Further, Seller shall continuously monitor the goods and services and promptly report to Buyer any goods and services that do not comply with specifications, drawings, and all other specifications applicable to the Order. The warranties required of Seller in the Order shall apply to all goods and services provided by Seller for Buyer. Seller shall promptly notify Buyer of any defects or deficiencies in design (including if Seller has reason to believe that any specification provided by Buyer are not adequate to provide the goods and services that will function throughout the greater of the expected life of the goods or services or the applicable warranty period), manufacture, or in use-performance of the goods relating to the Order.

8. **Customer Requirements.** Seller agrees to comply with the applicable terms and conditions of any agreements ("Customer Agreements") received by Buyer from a third party (each a "Customer"), in which Buyer agrees to supply to Customer, or incorporate into goods supplied to Customer, goods purchased by Buyer from Seller. Buyer may provide Seller with information regarding the Customer Agreements, but Seller shall be responsible for ascertaining any terms and conditions contained in the Customer Agreements that may affect Seller's obligations under the Order. Seller will do everything within its control to enable Buyer to meet the terms and conditions of the Customer Agreements. If this section conflicts with any other paragraph in the Order, Buyer has the right to elect to have the provisions of this section prevail.

9. **Competitiveness.** It is agreed and understood between Buyer and Seller that maintaining the competitiveness of the goods is of critical importance for the delivery relationship. "Competitiveness of the Goods" is ensured if the goods correspond to comparable goods of competitors in terms of prices and technology. If a comparable product is offered to Buyer at competitive conditions, Buyer will notify Seller thereof in writing and will set a reasonable period of time for Seller to restore full competitiveness of the goods. Seller will promptly prepare a catalogue of actions which Seller will take in order to restore competitiveness of the goods, and will furnish Buyer with such catalogue, together with a corrected offer. By means of such corrected offer, Seller shall restore competitiveness of the goods within the period of time set by Buyer. The obligation to maintain

competitiveness shall be a material contractual obligation. In the event of any violation of such obligation, Buyer may demand adjustment or terminate the agreement in whole or in part for cause.

10. Seller's Warranties. Seller expressly warrants and guarantees as follows to Buyer, Buyer's successors, assigns, and Customers, and the users of Buyer's goods: (a) all goods will in manufacture and design, during the Warranty Period, conform to the specifications, standards, drawings, instructions, advertisements, and statements on containers or labels, descriptions, and samples; (b) all goods will in manufacture and design, during the Warranty Period, be free from defects in workmanship and materials and shall be new and of the highest quality; (c) Buyer shall receive title to all goods that is free and clear of any liens, encumbrances, and any actual or claimed patent, copyright, or trademark infringement; (d) all goods will, during the Warranty Period, be merchantable, safe, and fit for Buyer's intended purposes, which purposes have been communicated to Seller; (e) all goods will, during the Warranty Period, be adequately contained, packaged, marked, and labeled; (f) all goods will, during the Warranty Period, be manufactured in compliance with all applicable federal, state, and local laws, regulations, or orders, including but not limited to the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination; (g) all services performed by Seller shall be performed in a competent, workmanlike manner and in accordance with industry standards; (h) Seller will indemnify and hold Buyer harmless for the cost of recall campaigns and all other corrective service actions that, in Buyer's reasonable judgment, are required to rectify non-conformities in goods that are the result of a breach of the foregoing warranties, whether mandated by any governmental entity, by any Customer of Buyer, or by Buyer; (i) for purposes of this Agreement, "Warranty Period" shall mean the time period of any warranty or indemnification provided by or required to be provided by Buyer to Buyer's Customers or any other party related to the goods or services or for components that may be impacted by the goods or services related to the Order. Seller may and should contact Buyer's representative for information regarding the warranty or indemnification required by Buyer's Customer. Notwithstanding the foregoing, Seller agrees to waive and extend the expiration of the Warranty Period in the event, in Buyer's opinion, that there are failures or defects discovered after the Warranty Period of a significant nature or in a significant portion of the goods or services, or a defect is discovered that constitutes a threat of damage to property or to the health and safety of any person. These warranties shall be in addition to all other warranties, express, implied, or statutory. These warranties shall survive inspection, test, delivery, acceptance, use, and payment by Buyer and shall inure to the benefit of Buyer, its successors, assigns, Customers, and the users of Buyer's products. These warranties may not be limited or disclaimed by Seller. Buyer's approval of Seller's design, material, process, drawing, specifications, or the like shall not be construed to relieve Seller of the warranties set forth herein and shall not be a waiver by Buyer of any Buyer or Customer design, material, process, drawing, specifications, or the like request or any such requirements for the remaining goods to be delivered hereunder, unless so stated by Buyer in writing.

11. Indemnification of Buyer. (a) To the fullest extent permitted by law, Seller agrees to indemnify, hold harmless, and defend Buyer and its affiliated companies, their respective directors, officers, employees, agents, and Customers ("Indemnitees") from and against any loss, liabilities, costs, expenses, suits, actions, claims, and all other obligations and proceedings, including, without limitation, all judgments rendered against, and all fines and penalties imposed upon, Indemnitees and all Indemnitee attorneys' fees and any other costs of litigation (collectively, "Liabilities") that are in any way related to Seller's performance or obligations under the Order, including claims arising out of a breach hereof or thereof, warranty claims, product recall claims, product liability claims, injuries to persons (including death), or damage to property caused by Seller, its employees, agents, subcontractors, or in any way attributable to the performance of Seller, including, without limitation, breach of contract, breach of warranty, or product liability. Seller's obligation to defend and indemnify under this section will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability, or otherwise, except for claims that arise as a result of the sole negligence of Buyer. Seller

agrees to indemnify, hold harmless, and defend Indemnitees from and against all Liabilities arising out of actual or alleged infringement, including infringement of any patent, trademark, or copyright relative to goods or services.

12. Onsite Work. If Seller provides goods or services to Buyer on Buyer's premises, Seller will examine the premises to determine whether they are safe for such goods or services and will advise Buyer promptly of any situation it deems to be unsafe. Seller's employees, contractors, and agents will not possess, use, sell, or transfer illegal drugs, medically unauthorized drugs, controlled substances, or unauthorized alcohol, and will not be under the influence of alcohol or drugs on Buyer's premises. Seller shall be exclusively responsible for, shall bear, and shall relieve Buyer from liability for all loss, expense, damage, or claims resulting from bodily injury, sickness, or disease, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to or destruction of property, including that of Buyer, arising out of, or in connection with the performance of work on Buyer's premises, except that Seller shall not be responsible for or relieve Buyer from liability for claims arising from the willful misconduct or the sole negligence of Buyer.

13. Insurance. Seller shall maintain insurance coverage in amounts not less than the following, unless greater limits are required by laws: (a) Workers' Compensation Statutory Limits for the state or states in which this Order is to be performed (or evidence of authority to self-insure) and Employers Liability insurance for not less than \$500,000 for each incident, \$500,000 for disease – each employee, and \$500,000 for disease – policy limit. (b) A commercial General Liability policy with limits not less than \$1,000,000 Per Occurrence, \$2,000,000 General Aggregate including "Per Project" Endorsement, \$2,000,000 Products/Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Limit, and \$50,000 Voluntary Property Damage (Care, custody and control). The Contractor/Subcontractor will include Axis Company, LLC as an Additional Insured on the Contractor/Subcontractor's General Liability policy, as well as a Waiver of Subrogation in favor of Axis Company, LLC. Completed Operations Insurance Contractor/Subcontractor agrees and guarantees to maintain completed operations insurance on the Work for two (2) years after completion and acceptance of the Work by Axis Company, LLC and will provide evidence of such coverage to Axis Company, LLC. (c) Automobile Liability (Owned, Hired & Non-Owned) with limits not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. (d) Umbrella or Excess Liability: In addition to the above primary limits, Umbrella or Excess Liability insurance with limits not less than \$2,000,000 for any one occurrence and subject to the same aggregate limit over the Commercial General Liability, Employer's Liability and Business Automobile Liability. (e) Any Form of Self-Insurance as regards Workers' Compensation, Commercial General Liability or Business Automobile Liability must be approved in writing by Axis Company, LLC. (f) Equivalent insurance must be required from any and all lower tier subcontractors or sub-subcontractors.

14. Confidentiality of Information. Any information disclosed by Buyer to Seller is confidential and Seller agrees not to use or disclose any of that information (except as necessary to fulfill Seller's obligations under this purchase order) without Buyer's prior written consent.

15. Tools. All tools, jigs, dies, fixtures, and equipment furnished to Seller by Buyer to perform the contract, or for which Seller has been reimbursed by Buyer, shall remain the property of Buyer ("Buyer's Tools"). Seller agrees that Buyer has the right at any time, with or without reason, and without payment of any kind to request return of and retake possession of any of Buyer's Tools. Seller shall maintain property damage insurance on Buyer's Tools covering the period when Buyer's Tools are in the Seller's possession. Seller shall keep Buyer's Tools in reasonable repair. Seller shall return to Buyer all of Buyer's Tools immediately upon completing the manufacture of the goods. All shipping charges for Buyer's Tools shall be Buyer's responsibility. Risk of loss during shipment shall be on Buyer.

16. Termination Without Cause. Buyer may terminate without cause any contract evidenced by this Order at any time as to all or any part of the undelivered goods or services, by giving written notice to Seller. Buyer will reimburse Seller only for the Seller's actual cost of labor

and materials for producing goods under this Order incurred by Seller before Buyer notifies Seller of termination, less any net recovery to Seller on disposition or other use of the materials or goods. Seller shall use its best efforts to mitigate its damages under this section. Upon receipt of notice of termination, Seller, unless otherwise directed in writing by Buyer, shall (a) terminate immediately all work under this Order; (b) transfer title and deliver to Buyer the finished work, the work in process, and the parts and materials that Seller produced or acquired in accordance with this Order and that Seller cannot use in producing goods for itself or for others; (c) settle all claims by subcontractors approved by Buyer for reasonable costs that are rendered unrecoverable by the termination; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest; and (e) cooperate with Buyer in resourcing of Seller's goods or services covered by this Order to a different supplier designated by Buyer.

17. Seller's Default. Seller is in default if any of the following occurs: (a) Seller breaches, repudiates, or threatens to breach any term in the contract evidenced by this Order or any other agreement between Seller and Buyer; (b) insolvency of Seller or filing of a voluntary or involuntary petition in bankruptcy with respect to Seller; (c) appointment of a receiver or trustee for Seller; or (d) execution of an assignment for the benefit of creditors of Seller.

18. Buyer's Remedies. In the event of Seller's default, Buyer may exercise any remedies available under applicable law, including but not limited to: (a) Seller's immediate correction, repair, or replacement of the goods and services at Seller's expense; (b) Buyer's suspension of payments, performance, or cancellation of any or all of the balance of any contract with Seller; and (c) Seller reimbursement of Buyer for all damages suffered due to Seller's breach, including but not limited to incidental, consequential and other damages, as well as lost profits, actual attorney fees, and court costs. The remedies in this Order shall be cumulative and in addition to any other remedies allowed to Buyer under applicable law. No waiver by Buyer of any breach or remedy shall be a waiver of any other breach or remedy.

19. Records and Financial Audits. Seller will maintain, in accordance with generally recognized commercial accounting principles and practices, complete and accurate records of all matters relating to Seller's performance under the Order to enable Seller to demonstrate compliance with its obligations under the Order. Seller shall maintain such records for the period of time required by the Order. Upon reasonable advance notice to Seller, Seller shall provide Buyer and/or its representatives with access to all such Seller records, during normal business hours, for the purpose of auditing Seller's charges under the Order. Additionally, Seller shall provide Buyer access at Buyer's discretion to financial information, including but not limited to audited and interim statements, financial covenant reporting, receivables and payables aging schedules and all other information necessary for Buyer to assess financial condition of Seller.

20. Limitation on Seller's Remedies. If Buyer breaches any term in this Order, Buyer shall not be liable for any incidental, consequential, indirect or any other special damages of Seller, including but not limited to lost profits or Seller's attorney fees. Any action against Buyer arising out of this Order must be filed within one (1) year after the claim accrues.

21. General.

a. Compliance with Laws. Seller warrants that it is and will remain in compliance with all federal, state and local laws, regulations and ordinances relating to Seller's ability to perform its obligations under this purchase order.

b. Setoff. Buyer has the right to deductions or setoffs of any sums due to Buyer from Seller (whether or not arising from this Order) against any sums due to Seller from Buyer (whether or not arising from this Order).

c. Assignment. Seller shall not assign its rights or delegate its duties under this Order without Buyer's prior written consent.

d. Notices. Any notice, communication, or statement required or permitted to be given under the Order shall be in writing and deemed to have been given when delivered in person or the next business day after being deposited with a nationally recognized overnight mail service, or by overnight courier

service, addressed to Buyer or Seller at their address set forth in the Order.

e. Advertising and Publicity. Seller shall not use the name or any trademark, trade name, logo, or symbol of Buyer or any of Buyer's affiliates or Customers, or disclose any matters relating to the Order or any Customer Agreement to any one in any way, including, but not limited to, any advertising, promotion, press, articles, social media or communications, without Buyer's prior written consent.

f. Entire Agreement and Amendment. This Order contains all of the terms of the agreement between Seller and Buyer with regard to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Seller and Buyer. The contract evidenced by this Order may be amended only by a writing signed by Seller and an officer of Buyer.

g. Severability. All terms shall be enforced only to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect.

h. State Law. The sale of goods and services in accordance with this Order shall be governed in all respects by the laws of the State of Michigan.

i. Buyer's Right to Attorneys' Fees and Costs. In the event that either Buyer or Seller brings any action against the other arising out of the sale of goods or services under the Order, Buyer, and Buyer only, shall have the right to recover from Seller, and Seller is obligated to pay to Buyer, Buyer's actual attorneys' fees and any and all costs incurred in or for such action.

j. Jurisdiction and Venue. Seller and Buyer agree that any action arising out of the sale of goods or services in accordance with this Order will be brought, heard, and decided in Kent County, Michigan. Seller submits to personal jurisdiction in Michigan.