



General Terms and Conditions of Purchase

1. Applicability.

The purchase order is an offer by Chase Plastic Services Inc., a Michigan corporation (the "**Buyer**"), to purchase the goods specified on the face of this purchase order (the "**Goods**") from the party to whom the purchase order is addressed (the "**Seller**") in accordance with and subject to these terms and conditions (these "**Terms**"; together with the terms and conditions on the face of this purchase order, this "**Order**"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties (defined herein) with respect to this Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, whether written, oral or electronic, with respect to the subject matter of this Order. This Order expressly limits Seller's acceptance of the terms of this Order. In the event of a conflict, these Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Seller's general terms and conditions of sale or any other document issued by Seller in connection with this Order. When a fully executed Distribution Agreement (the "**Distribution Agreement**") exists between the Parties (defined herein), the terms of the Distribution Agreement shall govern with respect to distribution-related transactions. These Terms shall apply only to the extent they are not in conflict with the Distribution Agreement. Buyer and Seller shall individually be referred to herein as a "Party" and collectively as the "Parties".

- (a) These Terms apply to any repaired or replacement Goods provided by Seller hereunder.
- (b) Buyer is not obligated to any minimum purchase or future purchase obligations under this Order.

2. Acceptance.

This Order is not binding on Buyer until Seller accepts this Order in a writing signed by Seller. Any acknowledgement of this Order is an acceptance of items listed on this Order. A confirmation of the purchase, a bill of lading and a certification of the Goods with lot test data are required on all Orders. Buyer may withdraw this Order at any time before it is accepted by Seller.

3. Delivery Date.

Seller shall ship or deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by both Parties. Timely shipment or delivery of the Goods is of the essence. Confirmed delivery dates are binding unless otherwise agreed in writing. The Seller must immediately communicate any potential delay to the Buyer, including the cause and new estimated delivery date. If Seller fails to deliver the Goods or arrange the shipment in full on the confirmed delivery date or shipment date, both Parties will negotiate a fair and equitable compensation which may include expedited freight for shut down situations.

4. Quantity.

It is the expectation of both Parties that each order will be fulfilled in full as confirmed. If the Seller delivers more than ten percent (10%) over or less than ninety percent (90%) of the quantity of Goods ordered, the Buyer may, at its discretion, reject all or any portion of the excess or short shipment. Any rejected Goods shall be returned to the Seller at the Seller's risk and expense. If the Buyer elects to accept the delivery of Goods at the increased or reduced quantity, the Price (as defined herein) shall be adjusted on a pro-rata basis. Both Parties agree to communicate promptly if fulfillment of the confirmed quantity becomes impacted.

5. Delivery Location.

All Goods shall be delivered following agreed upon incoterms and/or shipped to the address specified in this Order (the "**Delivery Location**") during Buyer's normal business hours or as otherwise instructed by Buyer, provided, however, if any provision of the incoterms conflicts with any other provision of these Terms, these Terms control.

6. Shipping Terms.

Delivery shall be made in accordance with the terms on the face of this Order. The Seller shall provide written notice to the Buyer upon shipment of the Goods, confirming the shipment date/delivery date and providing all relevant shipping documentation or tracking details. Seller shall provide Buyer all shipping documents in accordance with the Chase Plastic Services Inc. Supplier Manual (SM-MNL-1) (the "**Supplier Manual**"). Seller shall comply with Buyer's quality requirements and Supplier Manual. Seller shall not make any changes to the design, materials, manufacturing location, process, or suppliers affecting the Goods without Buyer's prior written approval. Seller shall maintain adequate quality, inspection, and traceability records for the Goods and shall retain such records for at least 7 years or as required by law. Buyer and its designees shall have the right, upon reasonable notice, to audit and inspect Seller's facilities, equipment, records, processes, and Goods, and those of Seller's subcontractors, during normal business hours to verify quality, compliance, and performance. Seller shall provide reasonable access and cooperation, including reasonable on-site workspace. The order number associated with this Order must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to this Order.

7. Ownership of Goods.

Title passes to Buyer upon agreed incoterms as outlined in this Order. Seller bears all risk of loss or damage to the Goods according to incoterms agreed upon in this Order. Title shall pass to Buyer free and clear of all liens, claims, encumbrances, and security interests. Seller hereby waives and shall cause its subcontractors and suppliers to waive any liens or security interests against the Goods, Buyer, or Buyer's property. Upon Buyer's request, Seller shall promptly provide lien waivers and other documentation reasonably required by Buyer to evidence the release of any such liens. Seller shall not retain, and hereby disclaims, any purchase money security interest in the Goods.

8. Packaging.

All Goods shall be packed for shipment according to Buyer's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Seller must provide Buyer prior written notice if it requires Buyer to return any packaging material. Any return of such packaging material shall be made at Seller's expense.

9. Amendment and Modification.

No change to this Order is binding upon Buyer unless it is in writing, specifically states that it amends this Order, and is signed by an authorized representative of Buyer. It is the Seller's responsibility to ensure that a new or revised Order is received from Buyer for any change in quantity, pricing, delivery schedule, or other agreed-upon terms prior to shipment.

10. Inspection and Rejection of Nonconforming Goods.

The Buyer has the right to inspect the Goods on or after the delivery date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind this Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods or full credit. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Buyer may recover all direct, incidental, and consequential damages arising from nonconforming or late Goods.

11. Price.

The price of the Goods is the price stated in this Order (the "**Price**"). Unless otherwise specified in this Order, the Price includes all packaging, transportation costs to the Delivery Location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer via formal purchase order.

12. Payment Terms.

Seller shall issue an invoice to Buyer on or any time after the completion of shipment and only in accordance with this Order. Buyer shall pay all properly invoiced amounts, based on negotiated terms between Seller and Buyer, after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. All payments hereunder must

be in US dollars. In the event of a payment dispute, Buyer shall notify the Seller of the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed are deemed accepted but will be held and paid at the same time as the disputed payment is made. Buyer will not short pay any invoice while waiting for a correction from Seller to rectify a disputed invoice. Buyer will hold payment on the entire invoice until the dispute is corrected. The Parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under this Order notwithstanding any such dispute.

13. Setoff.

Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

14. Warranties.

Seller warrants that all Goods and all materials and procedures used in the manufacturing of the Goods shall satisfy current governmental and safety requirements on restricted, toxic, and hazardous materials, as well as environmental, electrical and electromagnetic considerations applicable to the United States of America. Seller further warrants that all Goods (i) conform to Buyer's specifications, drawings, samples, and any approved first articles; (ii) are new, genuine, and not counterfeit or refurbished; (iii) are merchantable and fit for Buyer's and Buyer's customers' particular purposes disclosed to Seller; (iv) are free from defects in design, materials, and workmanship; (v) are free and clear of all liens, claims, and encumbrances; and (vi) are manufactured, labeled, packaged, and supplied in compliance with all applicable laws, regulations, and industry standards. The warranties in this Section are in addition to all other warranties available at law or in equity and shall survive inspection, acceptance, and payment. A current safety data sheet shall be provided either in hard copy or electronic form for all products supplied to Buyer. Unless a longer period is stated on the face of the Order or required by law, the warranty period shall be the longer of (A) twenty-four (24) months from Buyer's acceptance or (B) the warranty period provided by Seller to its most favored customers. During the warranty period and any applicable statute of limitations, Buyer may, at its option, (1) require Seller to promptly repair or replace nonconforming Goods at Seller's expense; (2) return Goods for full credit or refund; or (3) exercise any other remedies under this Order or applicable law, including cover. The warranties hereunder may not be revoked, disclaimed, or limited by Seller except as expressly agreed in a writing signed by Buyer.

15. General Indemnification.

Seller shall defend, indemnify, and hold harmless Buyer, its affiliates, and their respective directors, officers, employees, agents, successors, and assigns (each, an "**Indemnified Party**") from and against any and all claims, demands, actions, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to: (a) the Goods; (b) Seller's or its subcontractors' acts, omissions, negligence, or willful misconduct; (c) bodily injury, death, or damage to property; (d) any recall, field action, service campaign, or corrective action involving the Goods; (e) actual or alleged infringement, misappropriation, or violation of any intellectual property or other proprietary rights (subject to Section 16); and (f) any violation of law or failure to comply with this Order. Seller's duty to defend is immediate upon notice and independent of its duty to indemnify. Where liability is jointly caused by an Indemnified Party and Seller, Seller shall bear indemnity obligations proportionate to its degree of fault. Buyer may control the defense and settlement of any claim, or at its option, participate in the defense with counsel of its choosing at Seller's expense. No settlement shall bind Buyer without Buyer's prior written consent. This Section shall apply notwithstanding any inspection, acceptance, or payment.

16. Intellectual Property Indemnification.

Seller shall, at its expense, defend, indemnify and hold harmless the Indemnified Party against any and all losses arising out of or in connection with any claim that the Indemnified Party's use or possession of the Goods infringes or misappropriates the patent, copyright, trade secret or other intellectual property right of any third party. Buyer may elect to control the defense and settlement of any such claim, or to participate with counsel of its choosing at Seller's expense. Seller shall have no liability to the extent a claim arises solely from Seller's compliance with Buyer's designs or specifications and no non-infringing alternative was feasible, provided Seller promptly notified Buyer in writing of the potential infringement risk upon becoming aware. In no event shall Seller enter into any settlement without the Indemnified Party's prior written consent.

17. Insurance.

Seller shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than

Commercial General Liability

- \$2,000,000 Products/Completed Operations Aggregate
- \$2,000,000 General Aggregate
- \$1,000,000 Any One Occurrence
- \$1,000,000 Any One Person or Organization

Automobile Liability

- \$1,000,000 Each Accident

Commercial Umbrella Liability

- \$5,000,000 General Aggregate
- \$5,000,000 Any One Occurrence

Employee Liability (Coverage "B" on the Workers Compensation Policy)

- \$500,000 Each Accident
- \$500,000 Each Employee for Injury by Disease
- \$500,000 Aggregate for Injury by Disease

with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurer evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Buyer as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of Buyer and shall provide at least thirty (30) days' prior written notice of cancellation or material change. Where applicable, Seller's insurance shall include coverage for product recall expense.

18. Compliance with Law.

Seller represents and warrants that it is in compliance with and shall comply with all applicable laws, regulations and ordinances. Seller has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Order. Seller shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Seller assumes all responsibility for shipments of Goods requiring any government import clearance. Buyer may terminate this Order, without fault, if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods. Without limiting the foregoing, Seller shall comply with anti-bribery and anti-corruption laws (including the U.S. FCPA and UK Bribery Act), economic sanctions and export controls, human rights and forced labor laws, conflict minerals requirements, environmental/ESG obligations, and all applicable OSHA and product safety regulations. Seller shall implement and maintain policies and controls reasonably designed to ensure such compliance and shall provide certifications or evidence of compliance upon Buyer's request. Seller shall not engage in any transaction that would cause Buyer to be in violation of applicable sanctions or export controls.

19. Termination.

Either Party may request termination of this Order, in whole or in part, for undelivered Goods, with such termination to be confirmed in writing by mutual agreement. Both Parties agree to communicate promptly and work collaboratively to minimize any impact or disruption resulting from the termination. If either Party is unable to meet agreed requirements or otherwise fails to comply with this Order, such Party will notify the other Party in writing, and both Parties will make reasonable efforts to resolve the issue before any termination occurs. In the event that Seller becomes insolvent, enters into bankruptcy, or is subject to proceedings related to receivership or reorganization, Buyer may terminate this Order upon written notice and acceptance by the Seller. Upon termination, Seller's sole remedy shall be payment for Goods that have been delivered to and accepted by Buyer prior to the effective date of termination.

20. Liability.

Nothing in this Order shall exclude or limit (a) Seller's liability under Sections 14, 15, 16 and 22 hereof, or (b) Seller's liability for fraud, personal injury or death caused by its negligence or willful misconduct. The limitations or exclusions of damages, if any, shall not apply to Buyer's recovery of cover, rework/repair, sorting, recall, expedited freight, or other costs and damages arising from nonconforming or late Goods.

21. Waiver.

No waiver by any Party of the provisions of this Order shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. Confidential Information.

All non-public, confidential or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with this Order is confidential, solely for the use of performing this Order and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller shall promptly return (or destroy if it cannot be returned) all documents and other materials received from Buyer. If destruction is requested, Seller shall certify destruction in writing. Confidentiality obligations shall continue for a period of five (5) years from the date of disclosure, or with respect to trade secrets, for so long as such information remains a trade secret under applicable law. In addition to all remedies at law, Buyer shall be entitled to equitable relief for any violation of this Section, including, but not limited to, the right to obtain an injunction to secure the specific performance of this Order and/or to prevent a breach or contemplated breach of this Order. This Section shall not apply to information that: (a) is or subsequently comes within the public domain, without any fault of or violation of this Order or any other duty of confidentiality by the Seller, and without any violation of a duty of confidentiality by a third party, (b) is disclosed independently to Seller on a non-confidential basis by a third party that is not subject to any duty of confidentiality with respect to such information, (c) Seller can demonstrate through written documentation (i) was known by Seller before it was disclosed to Seller by Buyer, (ii) is not subject to any other obligation of confidentiality by Seller, and (iii) was not learned of by Seller as a result of any violation of a duty of confidentiality by a third party, or (d) Seller can demonstrate through written documentation was independently developed by Seller, without the use of any of Buyer's confidential information or any other information obtain or used by Seller in violation of a duty of confidentiality, or disclosed by a third party in violation of a duty of confidentiality.

23. Force Majeure.

No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Order, for any failure or delay in fulfilling or performing any term of this Order (except for any obligations to make payments to the other Party hereunder), when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, other potential disasters or catastrophes, such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Order; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances. The Impacted Party shall give notice within thirty (30) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) consecutive days following written notice given by it under this Section 23, the other Party may thereafter terminate this Order upon fourteen (14) days' written notice.

24. Assignment.

Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Order without the prior written consent of Buyer. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Seller of any of its obligations hereunder. Buyer may at any time assign, transfer or subcontract any or all of its rights or obligations under this Order without Seller's prior written consent.

25. Relationship of the Parties.

The relationship between the Parties is that of independent contractors. Nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

26. No Third-Party Beneficiaries.

This Order is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Order.

27. Governing Law.

All matters arising out of or relating to this Order shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Order and is expressly excluded.

28. Submission to Jurisdiction.

Any legal suit, action or proceeding arising out of or relating to this Order shall be instituted in the state courts located in Oakland County, Michigan, or the federal courts located in the Eastern District of Michigan, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

29. Cumulative Remedies.

The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

30. Notices.

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the Parties at the addresses set forth on the face of this Order or to such other address that may be designated by the receiving Party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Order, a Notice is effective only (a) upon receipt of the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

31. Severability.

If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.

32. Survival.

Provisions of this Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Setoff, Warranties, General Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction, and Survival.