

HAVILAND ENTERPRISES, INC.
Terms and Conditions of Sale to Customers
June 25, 2018

1. Offer; Acceptance These Terms and Conditions of Sale as they may be amended from time to time (collectively, "Terms") define the relationship of Buyer and Haviland Enterprises, Inc. or its affiliate identified in the Order ("Seller") and apply to all sales of goods and/or services ("Supplies") by Seller to Buyer. Buyer acknowledges and agrees that these Terms are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of Supplies by Seller to Buyer. These Terms do not constitute an acceptance of the terms and conditions set forth in any purchase order or purchase order revision ("Order"), offer or proposal made by Buyer. These Terms supersede all prior agreements, orders, quotations, proposals and other communications regarding the Supplies covered by any Order. Any reference in these Terms to any Order, offer or proposal made by Buyer is solely to incorporate the description or specifications of Supplies in the Order, offer or proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in these Terms. Any additional or different terms and conditions proposed by Buyer, whether in Buyer's request for quotation, purchase order or otherwise, are expressly rejected by Seller, and shall not become part of the agreement of the parties regarding sale of the Supplies by Seller to Buyer. Any execution by Seller of any other document submitted by Buyer in connection with the purchase of Supplies does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in these Terms, but will constitute only acknowledgment of receipt of the document. In addition, notwithstanding any terms contained in any documents submitted by Buyer in connection with the purchase of Supplies, the acceptance of delivery by Buyer of Supplies will constitute a course of conduct constituting Buyer's agreement to these Terms, to the exclusion of any additional or different terms and conditions. These Terms are available and may be updated, from time to time, at www.havilandusa.com.

2. Term of Order Seller's obligations to sell Supplies to Buyer shall extend only to specific Orders accepted by Seller.

3. Invoicing; Pricing; Taxes

(a) Payment will be made against invoices and documentation provided by Seller in compliance with these Terms, without adjustments or set-offs for any reason. If Buyer fails to make timely payment for any Supplies, Seller may terminate all or part of any Order, whether or not related to the late payment, as provided in paragraph 12 herein. When any payment is not made on or before its due date, Buyer shall pay a late charge on the sum outstanding, from the due date for receipt of payment to the actual date of receipt of payment, at a rate of one percent (1%) per month on the unpaid balance. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Whenever, in the judgment of Seller, the financial condition of Buyer does not justify the continuation of production or shipment on the specified terms of payment, or, Buyer fails to meet the requirements of Seller's credit policy, Seller may require full or partial payment in advance or require security or other assurance of performance on terms acceptable to Seller. Buyer hereby grants a purchase money security interest in all goods delivered as security for payment of the purchase price.

(b) If not otherwise specified, Buyer's payment will be made thirty (30) days following delivery of the Supplies in compliance with the terms of the Order. Payment will be made by wire transfer on or before the due date in U.S. dollars, unless otherwise expressly agreed in writing by Buyer.

(c) The stated price set forth in the Order is exclusive of all applicable taxes, excises, duties, tariffs, value added tax (VAT), and other governmental impositions, and Seller shall not be liable for any such taxes. No "most favored nation" or similar pricing shall apply to the Order.

(d) The stated price set forth in the Order is exclusive of all freight charges. Seller is not liable for premium freight costs, unless specifically agreed to in advance, in writing, by Seller. Seller shall have the right to designate carriers and routings. Buyer will use all reasonable effort to unload, within two hours, and return Seller's transportation equipment to carrier within the tariff or contracted period free of demurrage and/or detention charges. Demurrage and/or detention charges on such equipment shall be paid by Buyer.

If any transportation equipment provided by Seller arrives at destination in damaged condition, Buyer shall immediately notify carrier's agent at destination of such damage, and shall also make immediate telephone report thereof to Seller. During periods when transportation equipment provided by Seller is in the possession or under the jurisdiction of Buyer, Buyer is responsible for same and shall be liable for all damage to or destruction thereof, which is directly attributed to Buyer.

4. Delivery; Risk of Loss The Supplies will be delivered within a reasonable time after the receipt of the Order. Delivery of Supplies shall be F.O.B. Seller's facility. Risk of loss and title pass from Seller to Buyer upon delivery to the carrier at the Seller's facility, unless otherwise agreed to in writing by Seller's authorized representative.

5. Packaging; Marking; Shipping; Disclosure; Special Warnings or Instructions

(a) Seller agrees to: (i) properly pack, mark and ship Supplies in accordance with the requirements of Buyer, the involved carriers and the country of destination, (ii) route the shipments in accordance with Buyer's instructions, (iii) label or tag each package according to Buyer's instructions, (iv) provide papers with each shipment showing the purchase order number, and (v) promptly forward the original bill of lading or other shipment receipt for each shipment in accordance with Buyer's instructions and carrier requirements.

(b) Seller agrees to comply with all federal, state, provincial and local laws and regulations pertaining to product content and warning labels, including without limitation the Occupational Safety and Health Act and the U.S. Toxic Substances Control Act.

(c) Seller will reimburse Buyer only for direct costs incurred and paid by Buyer as a result of improper packing, marking, labeling, routing or shipping or any noncompliance with the requirements under Section 5(b). Otherwise paragraph 8 shall apply.

6. Inspection; Non-Conforming Goods/Services; Audit Buyer's inspection of Supplies, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall constitute acceptance. Seller's sole responsibility shall be to replace non-conforming Supplies at Seller's sole expense.

Seller reserves the right to refuse returned material for any reason whatever and any material accepted by Seller for re-stocking will be subjected to a 25% fee. Supplies can only be returned with prior permission of the Seller and must be in condition for resale. Opened, partially used or obsolete product will not be accepted. A charge will be applied if disposal is required.

7. Limited Warranties Seller warrants that for a period of thirty (30) days from the date of delivery the Supplies will conform to Buyer's specifications and will be free from defects of material and workmanship. **SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED. IN PARTICULAR, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING EXCLUSION, (i) IF THE SUPPLIES ARE MADE ACCORDING TO BUYER'S SPECIFICATIONS, SELLER DOES NOT WARRANT ADEQUACY OF SUCH SPECIFICATIONS OR THAT THE SUPPLIES WILL PERFORM IN ACCORDANCE WITH SUCH SPECIFICATIONS, (ii) IF ANY SUPPLIES FURNISHED HEREUNDER ARE MADE BY ANY SUPPLIER OTHER THAN SELLER, SELLER DOES NOT PROVIDE ANY WARRANTY WITH RESPECT TO SUCH SUPPLIES, AND (iii) SELLER DOES NOT WARRANT THAT THE SUPPLIES ARE IN COMPLIANCE WITH LAWS OF ANY COUNTRY.** Seller's sole obligation under the foregoing warranties will be limited to either, at Seller's option, replacing defective Supplies or refunding the purchase price paid for such Supplies previously paid by Buyer, and Buyer's exclusive remedy for breach of any of such warranties will be enforcement of such obligation of Seller. These warranties will not extend to Supplies subjected to misuse, abuse, neglect, damage, accident or improper installation or use or which have been altered by anyone other than Seller or its authorized representative. Seller shall not be liable on any claim for defective Supplies which is not made within thirty (30) days after such Supplies have been received by Buyer.

8. Remedies and Limitation of Liability In the event Buyer claims Seller has breached any of its obligations under any Order, whether of warranty or otherwise, Seller may request the return of the Supplies and tender to Buyer the purchase price previously paid by Buyer, and in such event, Seller shall have no further obligation under the Order except to refund such purchase price upon redelivery of the Supplies. No Supplies may be returned without Seller's written request. If Seller requests the return of the Supplies, the Supplies will be redelivered to Seller at Buyer's expense by lowest cost mode of transportation unless otherwise authorized in writing by Seller. Seller reserves the right to inspect any claimed defect, or replace defective Supplies and perform any adjustment incident to satisfactory operation of the Supplies. In the event Buyer claims Seller has breached any of its obligations under the Order, whether of warranty or otherwise, and Seller has not delivered any Supplies to Buyer, Seller may tender to Buyer the purchase price previously paid by Buyer, and, in such event, Seller shall have no further obligation under the Order except to refund such purchase price previously paid by Buyer. The remedies contained in this and the preceding paragraph shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Order, whether of warranty or otherwise. In no event shall Seller be liable for incidental, consequential, indirect, exemplary, punitive, or special damages, including without limitation, lost revenues, profits or recall expenses, nor shall Seller's liability on any claim for damages arising out of or connected with the Order or the manufacture, sale, delivery or use of the Supplies exceed the purchase price of the Supplies previously paid by Buyer to Seller. Seller shall have no liability on any claim for damages arising out of or connected with the Order or the manufacture, sale, delivery or use of the Supplies where such Supplies are manufactured in accordance with specifications supplied by Buyer. Any warranty rights which Seller may have relating to any Supplies provided by other suppliers will be assigned to Buyer upon request. Seller shall not be liable for failure to perform its obligations under the Order resulting directly or indirectly from circumstances beyond Seller's reasonable control. **IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE SUPPLIES SOLD HEREUNDER.**

9. Indemnification Buyer shall defend and indemnify Seller against, and hold Seller harmless from, any and all claims and liabilities, including reasonable attorney's fees, arising out of, connected with, or resulting from the Supplies, including but not limited to, the design, manufacturing, selection, delivery, sale, possession, storage, use, operation or disposition of the Supplies. Seller's entire liability for Supplies is limited as set forth in paragraphs 7 and 8 above.

10. Compliance with Laws (a) Seller, and any Supplies supplied by Seller, shall be in substantial compliance with all material applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the manufacture, use, labeling, transportation, importation, exportation, licensing, approval or certification of the Supplies, including laws relating to environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety, and motor vehicle safety. The provisions of paragraphs 7 and 8 shall apply to any breach of Seller's obligations hereunder.

(b) (i) These Terms incorporate by reference the following clauses: 41 C.F.R. 60-1.4(a); 41 CFR 60-300.5(a); 41 CFR 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A; (ii) Seller must abide by non-segregation regulations at 41 CFR 60-1.8 and any applicable affirmative action obligations as required by 41 CFR 60-1.40(a)(2); (iii) Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

11. Insolvency; Review of Financial Condition; Related Matters

(a) This Order may be terminated immediately by Seller without liability to Buyer for any of the following events, or any other comparable events: (i) Buyer becomes insolvent, (ii) Buyer files a voluntary petition in bankruptcy, (iii) an involuntary petition in bankruptcy is filed against Buyer, (iv) a receiver or trustee is appointed for Buyer, (v) Buyer needs accommodations from Seller, financial or otherwise, in order to meet its obligations under this Order, (vi) Buyer executes an assignment for the benefit of creditors, (vii) Buyer fails to

meet the credit underwriting standards of Seller's credit policy, or (viii) Buyer is unable to promptly provide Seller with adequate reasonable assurance of Buyer's financial capability to perform any of Buyer's obligations under the Order on a timely basis. In the event that this Order is not terminated in accordance with the immediately preceding sentence, upon the occurrence of an event described in the immediately preceding sentence, Seller may make equitable adjustments in the price, payment terms, and/or delivery requirements under this Order as Seller deems appropriate to address the change in Buyer's circumstances, including Buyer's continuing ability to perform its obligations regarding warranty, nonconforming Supplies or other requirements under this Order.

(b) Seller, or a third party designated by and acting on behalf of Seller, may at any time review the overall financial condition of Buyer and its affiliates, and Buyer shall fully cooperate in such review and shall make its financial managers available for discussions during reasonable business hours. Seller and any such third party shall keep confidential any non-public information about Buyer and its affiliates obtained in such financial review and shall use such information only for purposes of such financial review, except as otherwise needed to enforce the Order.

12. Termination In addition to any other rights of Seller to cancel or terminate any Order, Seller may, at its option and in its sole discretion, terminate all or any part of any Order at any time and for any reason by giving at least fourteen (14) days written notice to Seller. Seller shall have no additional obligations or liabilities to Buyer whatsoever as a result of any such termination.

13. Force Majeure Any delay or failure of either party to perform its obligations shall be excused if, and to the extent, that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence. By way of example, this includes acts of God, restrictions, prohibitions, priorities or allocations imposed by or actions taken by any governmental authority (whether valid or invalid), embargoes, fires, floods, windstorms, severe weather, explosions, riots, natural disasters, wars, sabotage, inability to obtain power, change in cost or availability of materials based on market conditions, supplier actions, contract disputes or any labor strike or other labor disruption applicable to Seller or any of its subcontractors or suppliers, or court injunction or order. Buyer's inability to perform as a result of, or delays caused by, Buyer's insolvency or lack of financial resources is deemed to be within Buyer's control. Written notice of such delay (including the anticipated duration of the delay and the time the delay will be cured) must be given to the other party as soon as possible (but no more than thirty (30) days after occurrence). During the delay or failure to perform by Seller, Buyer may purchase Supplies from other sources and reduce its schedules to Seller by such quantities, without liability to Seller.

14. Intellectual Property Any technical or confidential information disclosed by Seller during the term of this contract is proprietary and may not be used by Buyer or disclosed by Buyer to any other entity without the written consent of Seller. Any technical or confidential information owned or developed by Seller, including but not limited to, patents, trademarks, copyrights, trade secrets, know-how and proprietary information, and used under this contract shall remain the sole and exclusive property of Seller. Except as authorized in writing by and on terms acceptable to Seller, Buyer shall have no right to disclose any technical or confidential information to any third party or to have any third party make any goods that use the technical or confidential information owned or developed by Seller.

All inventions, discoveries, improvements, processes, designs, ideas and software (whether or not patentable) developed in whole or in part by Seller, either before or after the date of this contract, will be the sole property of Seller to the extent permitted by applicable law, unless they are the subject of a separate written agreement specifically providing that Seller is not the sole owner thereof. Seller grants no license(s), express or implied, to such inventions, discoveries, improvements, processes, designs, ideas and software, unless they are the subject of a separate written agreement specifically providing that Seller grants a license thereto.

15. Product Containers All returnable chemical storage containers supplied by Seller in connection with product sold under this agreement are not part of the Supplies and shall remain at all times the property of Seller and shall be returned to Seller promptly, at Buyer's expense, when empty. All containers will be certified by Buyer as completely empty and free of any product residue prior to return to Seller. Buyer will not use, resell, dispose of, or reuse any such containers without the express written consent of the Seller. Buyer hereby releases and agrees to defend, indemnify and hold harmless Seller for any and all claims, liabilities, causes of action or damages, including reasonable attorney's fees, incurred by Buyer or asserted by any person or entity including

without limitation, any federal, state or local government body or agency, arising out of or connected with the use, handling, resale, storage, reuse, or disposal of any such containers by any person(s) other than Seller. SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CONTAINERS, ALL OF WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.

16. Governing Law; Jurisdiction; Arbitration

(a) These Terms are to be construed according to the 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.

(b) Subject to Section 16(c) below regarding arbitration, any litigation arising from or relating to this Order may be brought only in state or federal courts located in Kent County, Michigan and each of the parties agree to exclusive venue and jurisdiction of said courts.

(c) Except for actions seeking injunctive relief, all disputes between the parties relating to these Terms or any Order shall be resolved exclusively by arbitration. The arbitration will be conducted under the commercial arbitration rules of the American Arbitration Association (AAA) and under Rules 26 through 37 of the U.S. Federal Rules of Civil Procedure. The arbitrator will issue written findings of fact and conclusions of law, and may award attorneys' fees and costs to the substantially prevailing party. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction. A judgment of any court of competent jurisdiction may be entered upon the award.

17. Entire Agreement; Modifications; No Implied Waiver

(a) Except as described in Section 1 or any Order, these Terms constitute the entire agreement between Seller and Buyer and supersede all prior oral or written representations and agreements. If these Terms conflict with the terms of any Order, these Terms will control.

(b) Seller may modify these Terms with respect to future Orders at any time by posting revised Terms to its internet web site at www.havilandusa.com or at such other internet web site as is specified in writing by Seller to Buyer, and such revised Terms will apply to all Orders and Order amendments issued thereafter. It is the responsibility of Buyer to review and obtain a copy of the current version of the Terms. The Terms that are applicable to the Order shall be the-version of the Terms that is in effect on the date of the Order.

18. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under these Terms without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under these Terms. These Terms are 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 these Terms.

19. Time Period for Buyer Claim. Any proceeding by Buyer for breach of the agreement or any other right against Seller arising from or in connection with payment by Buyer or the agreement cannot be filed or maintained unless: (1) it is commenced within one (1) year after the cause for action has accrued; (2) Buyer has given timely written notice to Seller of its claim as provided herein; and (3) Buyer deposits any unpaid portion of the purchase price for Supplies with the tribunal pending final adjudication. An action shall accrue no later than shipment of the Supplies.

HAVILAND ENTERPRISES, INC.
Terms and Conditions of Purchase From Vendor
June 15, 2018

1. Offer; Acceptance. Each purchase order or purchase order revision ("Order") is an offer to Seller by Haviland Enterprises, Inc. or its affiliate identified in the Order ("Buyer") for the purchase of goods and/or services ("Supplies") under these Terms and Conditions of Purchase, as they may be amended from time to time (collectively, "Terms"). These Terms do not constitute an acceptance of any offer or proposal made by Seller, and these Terms, when accepted, supersede all prior agreements, orders, quotations, proposals and other communications regarding the Supplies covered by any Order. Any reference in these Terms to any offer or proposal made by Seller is solely to incorporate the description or specifications of Supplies in the prior offer or proposal, but only to the extent that the description or specifications do not conflict with the description and specifications in these Terms. Seller's written acceptance of these Terms, Seller's commencement of any work under any Order or any other conduct by Seller that recognizes the existence of a contract with respect to the subject matter of any Order constitutes Seller's acceptance of these Terms. Any additional or different terms and conditions proposed by Seller, whether in Seller's quotation/proposal, acknowledgement, invoice or otherwise, are unacceptable to Buyer, and are expressly rejected by Buyer. The Terms of this agreement are exclusive. These Terms expressly limit Seller's acceptance to the terms contained herein. These Terms can be modified only in the manner described in Section 22. These Terms are available at www.havilandusa.com.

2. Invoicing; Pricing; Taxes; Competitiveness.

(a) The stated price of Supplies set forth in any Order includes storage, handling, packaging, freight, insurance, transportation, customs duties, taxes and all other expenses, costs and charges of Seller, unless Buyer agrees otherwise in writing in any Order. Prices are not subject to increase, unless specifically stated in the Order, and Seller assumes the risk of any event or cause affecting prices, including without limitation, foreign exchange rate changes, increases in raw material costs, inflation, increases in labor and other production and supply costs, and any other event which impacts the price or availability of materials or supplies. Seller warrants that the prices in the Order shall be complete, and no surcharges, premiums or other additional charges of any type shall be added without Buyer's express written consent. All prices are in U.S. Dollars, unless otherwise specified in the Order.

(b) All invoices must reference the purchase order number, amendment or release number, Seller's name and number, bill of lading number and other information required by Buyer. Invoices for each Order shall be sent to the applicable "Bill To" location in the Order, and separate invoices must be sent for each shipment of Supplies. Buyer may return incorrect invoices or related documents.

(c) Payment will be made against correct invoices and documentation provided to Buyer in compliance with these Terms, subject to adjustments, set-offs, discrepancies and other unresolved issues. If Buyer fails to make timely payment for any Supplies, Seller shall provide written notice to Buyer and the opportunity to cure the nonpayment within fifteen (15) days after Buyer's receipt of the notice. In no event shall Seller be entitled to any interest, late charges, premiums, finance charges or any other fees, including attorneys' fees, for any late payments by Buyer.

(d) Seller represents and warrants that the prices (and related commercial terms and conditions) of Supplies are, and will assure that such prices remain, no less favorable to Buyer than any price which Seller presently, or in the future, offers to any other customer for the same or similar goods and/or services for similar quantities. If Seller offers a lower price (or other commercial terms more favorable to Seller's customer) for the same or similar goods and/or services to any other customer during the term of this Order, then Seller will immediately offer Buyer the same price (and related commercial terms and conditions) as offered to the other customer. Seller also represents and warrants that the Supplies will remain competitive in terms of price and related commercial terms and conditions, as well as in terms of technology, quality and delivery, with substantially similar goods and services available to Buyer from other suppliers.

3. Delivery.

(a) Delivery of Supplies shall be F.O.B. Buyer's designated facility or as otherwise specifically agreed in writing. Risk of loss and title pass from Seller to Buyer upon delivery to Buyer's designated facility,

unless otherwise agreed to in writing by Buyer's authorized purchasing representative. Time and quantities are of the essence. Seller agrees to 100% on-time delivery of the quantities and at the times specified by Buyer. Failure to meet agreed delivery and quantities shall be considered a breach, and Seller shall pay to Buyer any damages or expenses imposed upon or incurred by Buyer, including without limitation, indirect, special, incidental and consequential damages and lost profits. If Seller delivers more or less than the quantity of Supplies ordered, Buyer may reject all or any excess Supplies. Any such rejected Supplies shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Supplies and instead accepts the delivery of Supplies at the increased or reduced quantity, the price for the Supplies shall be adjusted on a pro-rata basis.

(b) Buyer is not liable for premium freight costs, unless specifically agreed to in advance, in writing, by Buyer.

4. Packaging; Marking; Shipping; Disclosure; Special Warnings or Instructions

(a) Seller agrees to: (i) properly pack, mark and ship Supplies in accordance with the requirements of Buyer, the involved carriers and the country of destination, (ii) route the shipments in accordance with Buyer's instructions, (iii) label or tag each package according to Buyer's instructions, and (iv) provide papers with each shipment showing the purchase order number, amendment or release number. 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.

(b) Seller will promptly provide Buyer with the following information in the form requested: (i) a list of all ingredients and materials in Supplies, (ii) the amount of all ingredients, and (iii) information concerning any changes in or additions to the ingredients.

(c) Before and at the time the Supplies are shipped, Seller will give Buyer sufficient warning in writing (including appropriate labels on all Supplies, containers and packing, together with disposal and recycling instructions, material safety data sheets and certificates of analysis) of any hazardous or restricted material that is an ingredient or part of the Supplies, together with any special handling instructions that are needed to advise carriers, Buyer and their employees how to take measures to prevent bodily injury or property damage while handling, transporting, processing, using or disposing of the Supplies, containers and packing. Seller agrees to comply with all federal, state, provincial and local laws and regulations pertaining to product content and warning labels, including without limitation the Occupational Safety and Health Act and the U.S. Toxic Substances Control Act.

(d) Seller will reimburse Buyer for any liabilities, expenses and costs incurred as a result of improper packing, marking, labeling, routing or shipping or any noncompliance with the requirements under Section 4(c) including, without limitation, indirect, special, incidental and consequential damages and lost profits.

5. Inspection; Non-Conforming Goods/Services; Audit

(a) Buyer's inspection of Supplies, whether during manufacture, prior to delivery or within a reasonable time after delivery, does not constitute acceptance. Buyer's acceptance, inspection or failure to inspect does not relieve Seller of any of its responsibilities or warranties. Nothing in these Terms or any Order releases Seller from the obligation of testing, inspection and quality control. If defective Supplies are shipped to and rejected by Buyer, the quantities under this Order may be reduced at Buyer's option. Seller will reimburse Buyer for all reasonable expenses that result from any rejection or correction of defective Supplies. Seller will develop and document corrective actions within a commercially reasonable period after receipt of a defective sample and will take whatever measures necessary to correct the defect. Payment for nonconforming Supplies is not an acceptance, does not limit or impair Buyer's right to assert any legal or equitable remedy, and does not relieve Seller's responsibility for latent defects.

(b) During the term of each Order and for at least three (3) years following the later of: the last delivery of the Supplies; the date of the final payment to Seller under the Order; or the expiration of any applicable warranty periods for the Supplies or of any applicable governmental or industry required retention periods, Buyer has the right at any reasonable time to send authorized representatives to review/audit all pertinent documents, data, records and other materials in the possession or under the control of Seller relating to the Supplies, Seller's

obligations under the Order, and any payments requested by Seller under this Order. During the foregoing period, Seller will retain all pertinent documents, data, records and other materials pertaining to the Supplies, Seller's obligations under this Order, and any payments requested by Seller under this Order.

6. Payment Payment shall be made as set forth in each Order (or any related document(s) made part of the Order). If not otherwise specified, except for amounts disputed in good faith, Buyer's payment will be made forty-five (45) days following the latest of the following dates: (i) date of Buyer's receipt of Seller's invoice; (ii) date of delivery of the Supplies in compliance with the terms of the Order; or (iii) date of acceptance of the Supplies by Buyer. Buyer may withhold payment pending receipt of evidence, in the form and detail requested by Buyer, of the absence of any liens, encumbrances or claims on Supplies provided under this Order. Payment will be made in the currency expressly stated in the Order; if no such currency is noted, payment will be made in U.S. Dollars. Payment will be made by mailing on or before the due date unless otherwise expressly agreed in writing by Buyer. In the event of a payment dispute, Buyer shall deliver a written statement to Seller no later than three (3) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Seller shall continue performing its obligations under the Order notwithstanding any such dispute.

7. Changes

(a) Buyer reserves the right to direct changes, or to cause Seller to make changes, to specifications, samples or descriptions of Supplies. Seller agrees to notify Buyer within two (2) business days after receiving notice of a change if Seller expects that the change results in a difference in price or time for performance. Buyer can request additional documentation from Seller of the need for a different price or time for performance. If Seller does not provide timely notice to Buyer that a requested change may result in a difference in price or time for performance, the parties agree that the Buyer's requested change did not affect the price or time for performance.

(b) Seller will not make any change in the Supplies' specifications, materials, processing, packing, or marking without Buyer's prior written approval.

8. Warranties Seller expressly warrants and guarantees to Buyer, to Buyer's successors and assigns, to Buyer's customers ("Customers"), and to users of Buyer's products, that all Supplies delivered to Buyer will: (i) be world-class, competitive Supplies in terms of price, quality, delivery and technology, and conform to the specifications, standards, samples, descriptions and revisions as furnished to or by Buyer, (ii) conform to all applicable laws, orders, regulations or standards in countries where Supplies or products incorporating Supplies are to be sold, (iii) be merchantable and free of defects in materials, design and workmanship, (iv) be fit and sufficient for the purposes intended by Buyer and operate as intended, (v) be free of all liens, claims and encumbrances whatsoever, and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance or payment of or for the Supplies by Buyer. The foregoing warranties are in addition to those available to Buyer by law. Buyer's approval of any material, process or specifications will not relieve Seller of these warranties. These warranties are intended to provide Buyer with protection from any and all warranty claims brought against Buyer by its Customer, including Customer-required warranties relating to the Supplies or any products into which such Supplies are incorporated. All such Customer-required warranties are incorporated herein by reference.

9. Remedies The rights and remedies reserved to Buyer in this Order shall be cumulative with and additional to all other legal or equitable remedies. Seller will reimburse Buyer for any indirect, special, incidental, consequential or other damages (including lost profits) caused or required in the reasonable judgment of Buyer or Buyer's Customer(s) by Seller's breach or by nonconforming Supplies, including but not limited to costs, expenses and losses incurred or suffered directly or indirectly by Buyer or its Customer(s): (a) in repairing or replacing the nonconforming Supplies, (b) resulting from delivery delays and/or production interruptions, or (c) resulting from personal injury (including death) and/or property damage caused by the nonconforming Supplies. Buyer's damages include attorneys' fees and other professional fees, settlements and judgments incurred by Buyer and other costs associated with Buyer's administrative time, labor and materials.

10. Indemnification To the fullest extent permitted by law: (i) Seller hereby assumes the entire, sole responsibility for any injury to person, including death, or damage to property of any kind or nature caused by, resulting from or in connection with the furnishing of Supplies by Seller, in breach of any warranty in Section 8;

and (ii) Seller will defend, indemnify and hold harmless Buyer, Buyer's parent company, their subsidiaries, affiliates, successors or assigns, their respective directors, officers, shareholders and employees, and Buyer's Customers (both direct and indirect, including manufacturers of products in which Supplies are incorporated), and users of the products sold by Buyer against any and all claims, damages, losses, liabilities, and expenses (including attorneys' fees and other professional fees, settlements and judgments) arising out of or resulting in any way from any defective Supplies, or from any negligent or wrongful act or omission of Seller, or any breach or failure by Seller to comply with any of Seller's representations or other terms and conditions of an Order (including any part of these Terms). 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. Buyer has the right to be represented by and actively participate through its own counsel in the defense and resolution of any indemnification matters, at Seller's expense. The indemnification obligations of Seller set forth in this Agreement, including this Section, are independent of and in addition to any insurance and warranty obligations of Seller.

11. Insurance Seller shall obtain and maintain at its sole expense insurance coverage customary in the industry and as otherwise required by law or as requested by Buyer, and in such amounts and with insurance companies acceptable to Buyer, and covering general liability, public liability, product liability, product recall, completed operations, contractual liability, automobile liability insurance, Worker's Compensation, and employer's liability insurance as will adequately protect Buyer against such damages, liabilities, claims, losses, costs and expenses. All such insurance coverage shall name Buyer as loss payee and additional insured. Seller shall furnish certificates of insurance setting forth the amount of coverage, policy number and date of expiration, and such certificates must provide that Buyer shall receive thirty (30) days prior written notification from the insurer of any termination or reduction in the amount or scope of coverage.

12. Compliance with Laws

(a) Seller, and any Supplies supplied by Seller, shall comply with all applicable laws, including rules, regulations, orders, conventions, ordinances and standards, that relate to the manufacture, use, labeling, transportation, importation, exportation, licensing, approval or certification of the Supplies, including laws relating to environmental matters, hiring, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health or safety, and motor vehicle safety. These Terms incorporate by reference all clauses required by these laws. Without limiting the foregoing, Seller will comply with all applicable government requirements for government subcontractors, including without limitation those provided in Federal Acquisition Regulation Section 52.244-6, 48 C.F.R. 52.244-6, and Department of Defense Federal Acquisition Regulation Supplement Section 252.244-7000, 48 C.F.R. 252.244-7000, which will be incorporated in these Terms with the same effect as if set forth in their entirety. All materials used by Seller in the Supplies or in their manufacture shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials.

(b) **Without limiting Seller's duties pursuant to Section 12(a), (i) these Terms incorporate by reference the following clauses: 41 C.F.R. 60-1.4(a); 41 CFR 60-300.5(a); 41 CFR 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A; (ii) Seller must abide by non-segregation regulations at 41 CFR 60-1.8 and any applicable affirmative action obligations as required by 41 CFR 60-1.40(a)(2); (iii) Seller shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.**

13. Insolvency; Review of Financial Condition; Related Matters

(a) This Order may be terminated immediately by Buyer without liability to Seller for any of the following events, or any other comparable events, and Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the following, including but not limited to all attorneys' and other professional fees: (i) Seller becomes insolvent, (ii) Seller files a voluntary petition in bankruptcy, (iii) an involuntary petition in bankruptcy is filed against Seller, (iv) a receiver or trustee is appointed for Seller, (v) Seller needs

accommodations from Buyer, financial or otherwise, in order to meet its obligations under this Order, (vi) Seller executes an assignment for the benefit of creditors, or (vii) Seller is unable to promptly provide Buyer with adequate reasonable assurance of Seller's financial capability to perform any of Seller's obligations under the Order on a timely basis.

(b) Buyer, or a third party designated by and acting on behalf of Buyer, may at any time review the overall financial condition of Seller and its affiliates, and Seller shall fully cooperate in such review and shall make its financial managers available for discussions during reasonable business hours. Buyer and any such third party shall keep confidential any non-public information about Seller and its affiliates obtained in such financial review and shall use such information only for purposes of such financial review, except as otherwise needed to enforce the Purchase Order.

14. Termination for Breach or Nonperformance Buyer reserves the right to terminate all or any part of any Order, without liability to Seller, if Seller: (a) repudiates, breaches or threatens to breach any of the terms of any Order, including without limitation Seller's warranties, (b) fails to perform or threatens not to perform services or deliver Supplies as specified by Buyer, (c) fails to make progress or to meet reasonable quality requirements so as to endanger timely and proper completion or delivery of Supplies and does not correct the failure or breach within ten (10) days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying the failure or breach, or (d) fails to remain competitive with respect to quality, technology, delivery and pricing of the Supplies.

15. Termination

(a) In addition to any other rights of Buyer to cancel or terminate any Order, Buyer may, at its option and in its sole discretion, terminate all or any part of any Order at any time and for any reason, and notwithstanding the existence of any event of force majeure under Section 16 below, by giving at least seven (7) days written notice to Seller.

(b) Upon termination by Buyer under this Section 15, Buyer will be obligated to pay Seller only the Order price for all finished Supplies in the quantities ordered by Buyer that conform to the requirements of this Order and were not previously paid for.

16. Force Majeure Any delay or failure of either party to perform its obligations shall be excused if, and to the extent, that it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence. By way of example, this includes acts of God, restrictions, prohibitions, priorities or allocations imposed by or actions taken by any governmental authority (whether valid or invalid), embargoes, fires, floods, windstorms, severe weather, explosions, riots, natural disasters, wars, sabotage, inability to obtain power, or court injunction or order. Seller's inability to perform as a result of, or delays caused by, Seller's insolvency or lack of financial resources is deemed to be within Seller's control. The change in cost or availability of materials or components based on market conditions, supplier actions, contract disputes or any labor strike or other labor disruption applicable to Seller or any of its subcontractors or suppliers, will not excuse Seller's performance, and Seller assumes these risks. Written notice of such delay (including the anticipated duration of the delay and the time the delay will be cured) must be given to the other party as soon as possible (but no more than one (1) day after occurrence). During the delay or failure to perform by Seller, Buyer may, at its option (i) purchase Supplies from other sources and require Seller to reimburse Buyer for any additional cost or expense as a result of using such other source, or (ii) have Seller provide Supplies from other sources in quantities and at a time requested by Buyer and at the price set forth in this Order.

17. Buyer's Property; Warranty Disclaimer; Confidentiality

(a) All information and materials (including, for example, standards, specifications, and samples, and including whether or not such materials are in any way modified, altered or processed) furnished by Buyer, either directly or indirectly, to Seller to perform this Order, along with any and all Supplies, deliverables, data, inventions and intellectual property rights, shall be and remain the sole and exclusive property of Buyer (collectively "Buyer's Property").

(b) BUYER SHALL HAVE NO LIABILITY TO SELLER OR TO ANYONE CLAIMING BY OR

THROUGH SELLER FOR ANY INCIDENTAL OR CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND WHATSOEVER RELATING TO BUYER'S PROPERTY. BUYER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE BUYER'S PROPERTY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SELLER WAIVES, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, ALL CLAIMS OF NEGLIGENCE AND STRICT LIABILITY.

(c) Seller shall take all reasonable precautions to (i) disclose Buyer's Property within Seller's organization only to those employees who have a need to know in order to fulfill Seller's obligations hereunder and who have agreed to keep the Buyer's Property confidential, and (ii) prevent any such Buyer's Property from being divulged to third persons not employed by Seller without the prior written consent of Buyer, including having recipients acknowledge the confidential status of such Buyer's Property and agree to similar restrictions. This obligation of confidence shall survive termination of this Agreement and will continue for a period of three (3) years thereafter, or for as long as the Buyer's Property remains a trade secret, whichever is longer. Notwithstanding anything to the contrary in this Order, any confidentiality or non-disclosure agreement between the parties that predates this Order will remain in effect except as expressly modified by this Order, and to the extent of a conflict between the express terms of such an agreement relating to Buyer's confidential information and this Section 17, the terms of that agreement will control with respect to Buyer's confidential information.

18. Customs; Related Matters Seller will furnish any documentation and information necessary to establish the country of origin or to comply with the applicable country's rules of origin requirements. Seller will promptly advise Buyer of any material or components imported into the country of origin and any duty included in the Supplies' purchase price. If Supplies are manufactured in a country other than the country in which Supplies are delivered, Seller will mark Supplies "Made in (country of origin)." Seller will provide to Buyer and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of Supplies into the country in which Supplies are delivered. Seller warrants that any information that is supplied to Buyer about the import or export of Supplies is true and that all sales covered by this Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Supplies are exported. To the extent any Supplies covered by this Order are to be imported into the United States of America, Seller shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protections.

19. Set-Off; Recoupment In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates or subsidiaries to Buyer and its affiliates or subsidiaries. Buyer shall have the right to set off against or to recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Buyer or its affiliates or subsidiaries from Seller or its affiliates or subsidiaries. Buyer will provide Seller with a statement describing any offset or recoupment taken by Buyer.

20. Non-Assignment

(a) Seller may not assign or delegate its obligations under this Order without Buyer's prior written consent. In the event of any approved assignment or delegation authorized by Buyer, Seller retains all responsibility for Supplies, including, without limitation, all related warranties and claims, unless otherwise expressly agreed in writing by Buyer.

(b) With Buyer's prior written consent, Seller may make an assignment of receivables due or to become due to a single financial institution; provided, however, that any such assignment shall be subject to set-off or other proper method of enforcing any claims that Buyer may have under Section 19 of these Terms.

(c) Buyer will have the right to assign any benefit or duty under an Order to any third party upon notice to Seller with or without consent.

21. Governing Law; Jurisdiction; Arbitration

(a) These Terms are to be construed according to the laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule.

(b) Subject to Section 21(c) below regarding arbitration, any litigation arising from or relating to these Terms or any Order shall be brought only in state or federal courts located in Kent County, Michigan and each of the parties agree to exclusive venue and jurisdiction of said courts.

(c) Except for actions seeking injunctive relief, all disputes between the parties relating to these Terms or any Order shall be resolved exclusively by arbitration. The arbitration will be conducted under the commercial arbitration rules of the American Arbitration Association (AAA) and under Rules 26 through 37 of the U.S. Federal Rules of Civil Procedure. The arbitrator will issue written findings of fact and conclusions of law, and may award attorneys' fees and costs to the substantially prevailing party. All arbitration proceedings shall be confidential, except to the extent that disclosure is necessary to enforce an arbitration award in a court of competent jurisdiction. A judgment of any court of competent jurisdiction may be entered upon the award.

22. Entire Agreement; Modifications; No Implied Waiver

(a) These Terms, together with the attachments, exhibits, supplements, or other terms of Buyer specifically referenced in any Order, constitute the entire agreement between Seller and Buyer and supersede all prior oral or written representations and agreements.

(b) Buyer may modify these Terms with respect to future Orders at an time by posting revised Terms to its internet web site at www.havilandusa.com or at such other internet web site as is specified in writing by Buyer to Seller, and such revised Terms will apply to all Orders and Order amendments issued thereafter. It is the responsibility of Seller to review and obtain a copy of the current version of the Terms. The Terms that are applicable to any Order shall be the version of the Terms that is in effect on the date of the Order.

22. Relationship of the Parties The relationship between the parties is that of independent contractors. Nothing contained in the Order or these Terms 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.

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