

## TERMS AND CONDITIONS OF SALE

1. These terms and conditions (the "Terms") apply to the sale of all materials, parts, accessories, finished goods or products (the "Goods") by Falk Production, LLC and its parent company, affiliates and subsidiaries ("Seller") to the buyer thereof (the "Buyer") as identified in any written sales order, sale contracts, sale documents or invoices issued by Seller, into which these Terms are incorporated by reference. Seller and Buyer may sometimes be collectively be referred to herein each individually as a "Party" and collectively as "Parties".
2. The written sales order, sales contract, sale documents or invoices issued by Seller, as applicable, and these Terms (collectively the "Agreement") comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over and apply to the exclusion of any other terms and conditions of purchase, master agreement, purchase offer, offer to buy, confirmation, or any other purchase documents, whether written or oral, provided or issued by Buyer (any of which, defined herein as "Order"), regardless whether, when, or in what format Buyer has submitted its Order or such terms, or which are implied by trade, custom, practice, or course of dealing. Any plans, specifications, details, descriptions, and/or documents not specifically referred to and accepted in the Agreement are not part of any agreement between the Parties and are not be binding upon Seller.
3. The Parties expressly agree that none of the Terms, nor any terms in the Agreement, may be waived, modified, or amended without the express written consent of the Seller's President, Executive Vice-President or CFO. The Terms shall apply to any and all sales of Goods between Seller and Buyer.
4. Payments due Seller under this Agreement shall be paid to Seller in accordance with Seller's Invoice. Unless otherwise agreed in writing by Seller's Credit Department, payment for the Goods sold pursuant to the Parties Agreement shall be invoiced on Receipt (Net 30 days). Any and all credit terms shall be established at the discretion of Seller's Credit Department. In the event Seller grants Buyer Credit Terms, said credit terms are subject to change at any time, for any reason, at the sole discretion of Seller without prior written notice to Buyer.
5. Buyer agrees that any payment(s) accepted electronically, by wire, or by regular or certified mail subject to any release and waiver language, including, but not limited to, any term waiving or discharging Seller's right to a construction or mechanic lien securing payment for the sale of Goods under the Agreement, shall not be binding on Seller. Seller's agent(s) that endorses and/or accepts checks for Seller is authorized only to accept unconditional payments, and no action by such agent(s) shall give rise to a claim that the agent had any other alleged authority, apparent or otherwise.
6. Any and all payments delivered after the due date shall bear interest at the lesser of one and one-half percent (1½ %) per month or the maximum legal interest rate. If an invoice becomes past due, Buyer shall be responsible to reimburse Seller all costs and attorney fees incurred in collecting any late payments and interest owed by the Buyer to Seller. In the event of any dispute between Seller and Buyer, whether filed in Court or otherwise (the "Dispute"), in anyway involving the sale of any goods of which these Terms and Conditions apply, Seller is entitled to recover from Buyer any of the costs and attorney fees incurred by Seller in pursuing or defending the Dispute. Seller shall have the right at any time to setoff or recoup any amount due and owing from Buyer to Seller or any of Seller's subsidiaries, divisions, or affiliates, against any amount due and owing from Seller or any of its affiliates, divisions, or subsidiaries to Buyer.
7. Buyer hereby grants Seller a security interest in the Goods sold to Buyer pursuant to the Agreement. In addition, Buyer grants to Seller and Seller has and does hereby retain a security interest in all existing or subsequently-arising accounts, accounts receivable and supporting obligations which may from time to time hereafter come into existence during the term of this security interest as a result of Buyer's sale of any of the Goods to any third party. The security interest herein granted by Buyer to Seller is to secure payment of the full purchase price and all other charges due and owing Seller by Buyer under the terms of this sale. The security interest hereunder constitutes a "purchase money security interest."
8. Unless specifically enumerated herein, the price does not include any taxes or cost of shipment for the Goods sold under the Agreement. If Buyer asserts the purchase of materials is exempt from any applicable sales tax, Buyer must immediately furnish Seller and its Finance Department a valid Tax Exemption Certificate. Buyer agrees to be bound by Seller's determination of the validity of any Tax Exemption Certificate. Seller reserves the right to reject any and all Tax Exemption Certificates presented to Seller after shipment of the materials. All Goods sold under the Agreement are final and cannot be returned to Seller for credit unless Buyer first obtains prior written approval from Seller or its authorized representative. A 50% restocking fee shall be charged on all returned materials. If Buyer delays delivery or refuses to take delivery of the Goods on the date specified by Seller, the Seller may, in its sole discretion, invoice Buyer for the price of Goods sold under the Agreement. Buyer shall reimburse Seller for the cost of storing any Goods if shipment is delayed by Buyer and Buyer will assume sole and complete responsibility for any and all damages to the Goods while in storage, including but not limited to damage caused by deterioration. Seller reserves the right to approve the carrier on all shipment. Buyer assumes the responsibility of the accuracy

on all verbal orders unless written confirmation is received prior to fabrication of any of the Goods. Confirming orders should be marked – “Confirming Order – Do Not Duplicate”

9. **Manufacturer’s Warranties/Disclaimers** – Upon Seller’s receipt of Buyer’s payment in full of all outstanding invoices for the sale of any Goods under the Parties Agreement, and subject to the terms and conditions set forth herein, Seller warrants its workmanship only against failure due to defective material or workmanship for a period of two (2) years from date of manufacture. The warranty is specifically not-assignable and not-transferable by the original Buyer. Excepting any additional express written warranties Seller may issue to Buyer, all of which are specifically contingent upon Seller’s receipt of payment in full. Seller makes no other warranties in connection with the Goods sold hereunder. Seller does not warrant any products or materials that are not manufactured by Seller. **SELLER HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Buyer’s sole and exclusive remedy shall be limited to, in Seller’s sole discretion and judgment, to the repair or replacement of defective Goods or part(s) thereof (shipping and transportation, redesign, dismantling, disposal of materials and installation not included). Any such repair or replacement shall not include any materials not sold by Seller to Buyer under the Parties Agreement and specifically excludes any obligation by Seller related to other property, materials or goods of the Buyer or any property, materials or goods own by or from any other third parties. **UNDER NO CIRCUMSTANCES SHALL SELLER BE RESPONSIBLE FOR OR LIABLE TO BUYER, OWNER(S) OR ANY OTHER THIRD PARTY, IN ANY RESPECT FOR ANY OTHER WARRANTY, EXCEPT AS PROVIDED HEREIN, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS PERTAINING TO, PRESENT OR FUTURE WATER LEAKS, MOISTURE INTRUSION(S), DAMAGE(S) TO THE BUYERS OR THORD PARTIES BUILDING(S), OR ANY COMPONENTS OR CONTENTS THEREOF, OR ANY INTERIOR SPACE(S) OR PROPERTY THEREIN, INCLUDING CLAIMS PERTAINING TO MOLD, MILDEW OR FUNGI, OR INTERRUPTION IN THE USE OF THE BUILDING(S), PERSONAL INJURY AND PROPERTY DAMAGE CLAIMS RESULTING FROM THE ALLEGED EXISTENCE OR GROWTH OF MOLD, MILDEW AND/OR FUNGI.** Damage cause and due, whether in whole or in part, to faulty or improper installation, erection or maintenance of the Goods sold hereunder by other third parties are not covered by any warranty provided for by the Seller to the Buyer. Seller is not liable to the Buyer for any and all claims made by or against the Buyer, or any third party, arising from any faulty or improper installation, erection or maintenance not provided by Seller. Any warranty provided for herein is void if the Goods are not erected promptly after shipment from Seller’s plant and without any undue delay, and the Goods must be installed and erected in strict compliance with Seller’s procedures and guidelines. Any damage to the Goods not directly attributable to the sole negligence or sole fault of Seller is not covered by this warranty. Additionally, misuse and abuse of the Goods, the lack of proper maintenance of the Goods, and normal wear and tear of the Goods are not covered by this warranty. No warranty provided for herein shall be effective until Buyer has paid the Seller all amounts due and owing to Seller under the Agreement or any other agreement with Seller, its affiliates, whether payment is disputed or not by Buyer. **SELLER’S SOLE LIABILITY, IF ANY, TO BUYER SHALL BE STRICTLY LIMITED TO THE WRITTEN EXPRESS WARRANTIES SPECIFIED HEREIN, AND BUYER AGREES THAT SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, EXEMPLARY OR PUNITIVE DAMAGES, WHICH BUYER MAY ALLEGEDLY SUFFER FOR ANY REASON, INCLUDING REASONS ATTRIBUTABLE TO SELLER. SELLER DOES NOT WARRANT ANY GOODS THAT ARE NOT MANUFACTURED BY SELLER, EXCEPT TO THE EXTENT OF A WARRANTY THAT SELLER MAY PASS THROUGH OR ASSIGN FROM A THIRD PARTY MANUFACTURER. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT SELLER’S MAXIMUM AGGREGRATE LIABILITY TO BUYER OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY SUBSEQUENT PURCHASER, UNDER ANY WARRANTY, CLAIMS ARISING FROM BREACH OF THE AGREEMENT, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR NY OTHER CLAIM SHALL NOT EXCEED THE AMOUNT OF THEPURCHASE PRICE ACTUALLY PAID BY BUYER TO SELLER FOR THE GOODS. NOTWITHSTANDING THE FOREGOING, THE DISCLAIMER OF ANY WARRANTIES AND THE LIMITATION OF DAMAGES PROVIDED FOR HEREIN WILL NTO BE DEEMED TO DISCLAIM LIABILITY SPECIFICALLY IMPOSED ON SELLER BY STATUTE OR REGULATION, TO THE EXTENT SUCH LIABILITY CANNOT BE WAIVED OR DISCLAIMED.** Buyer agrees that in any action or claim brought by Buyer or any third party making a claim under this Agreement, or in any action brought against Buyer involving any provisions herein, Buyer hereby waives any claim, right or defense that the above covenants and terms are unenforceable, void or voidable, for any reason, including, but not limited to, failure of consideration, that the terms are an illusory contract, mistake, or any other substantive legal defense. Buyer further acknowledges and agrees that oil-canning of materials shall not be a cause for Buyers rejection of the Goods. Any claims for shortages or defective Goods received by the Buyer must be made to Seller in writing within five (5) days after delivery of the shipment of Goods (which the Parties agree and stipulate is a reasonable time). In the event the Buyer fails to make a timely written claim, the

Buyers claim is waived and released by Buyer. Notwithstanding the foregoing, the installation of the Goods shall unequivocally constitute the Buyers irrevocable acceptance of the Goods.

10. Buyer may submit a written request to change its order(s) ("Change Order") to Seller adding, deleting, or altering the quantity, description or specification of the Goods ordered. Seller, upon receipt of a written Change Order, shall price the requested change(s) and send to Buyer a price quotation based on the terms of the Change Order. Seller shall be under no obligation to accept or perform a request for Change Order unless Buyer unconditionally accepts in writing, without alteration or adjustment, the Change Order at the prices and terms quoted by Seller. Buyer agrees to pay Seller for any and all costs and damages occasioned by Buyer's written Change Order.
11. Seller shall not be liable to Buyer for any incidental, special, compensatory, consequential, expectation, exemplary or liquidated damages of any nature. Seller shall not be liable to Buyer for any loss or damage due to force of nature conditions including, without limitation: fire, flood, epidemics, quarantine, lightening, embargo, explosion, power surge, or failure, acts of God, war, labor or employment disputes, civil disturbances, acts of civil or military authority, inability to secure materials, fuel, products or transportation facilities, acts of omission or suppliers or any other causes beyond Seller's control. **FURTHER, BUYER HEREBY AGREES AND STIPULATES THAT, IN THE EVENT SELLER RECEIVES NOTIFICATION OF A PRICE INCREASE(S) FROM ANY OF ITS SUPPLIERS BETWEEN THE DATE OF THIS AGREEMENT AND THE DATE OF SCHEDULED DELIVERY OF THE GOODS COVERED HEREIN, SELLER RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND JUDGMENT, TO INCREASE THE PURCHASE PRICE STATED IN THE PARTIES AGREEMENT IN AN AMOUNT CORRESPONDING TO SAID PRICE INCREASE(S).**
12. **BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIMS OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO ANY PERSONS, OR DAMAGES TO OR DESTRUCTION OF ANY PROPERTY, CAUSED, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED, IN CONNECTIONS WITH OR ARISING OUT OF, OR INCIDENTAL TO THE PERFORMANCE OF THIS AGREEMENT BY BUYER ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, INCLUDING ANY OF THEIR AGENTS AND EMPLOYEES, AND INCLUDING ANY CLAIMS OR ACTIONS FOUNDED IN WHOLE OR IN PART UPON THE ALLEGED NEGLIGENCE OF SELLER, ITS EMPLOYEES, REPRESENTATIVES, AGENTS, INVITEES, OR LICENSEES. BUYER FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SELLER, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES, OR LICENSEES FOR ANY SUCH CLAIMS.**
13. The laws of the State of Michigan shall govern the Agreement and Parties performance thereunder. Any dispute arising under this Agreement shall only be brought in the County of Kent, State of Michigan. Buyer voluntarily agrees to the personal and subject matter jurisdiction in the Kent County Circuit Court in Grand Rapids, Michigan, and that the County of Kent, State of Michigan is the most convenient forum and understands the choice of forum is an integral and vital part of Seller's agreement to sell the Goods to Buyer. By agreeing to jurisdiction and venue in the County of Kent, State of Michigan, Buyer fully intends to waive its rights, if any, to any lack of jurisdiction claims and that venue is proper in any place other than County of Kent, State of Michigan. Buyer agrees that Seller's prices reflect an analysis of Buyers waiver and the elimination of uncertainty regarding the jurisdiction and venue for any dispute.
14. Each of the terms, conditions, and provisions of this Agreement is separate, distinct, independent, and fully severable. If any term, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable in any jurisdiction, such provision shall be full severable in such jurisdiction, and this Agreement shall be construed and enforced in such jurisdiction as if such provision had never comprised a part hereof. In such event, the remaining provisions of this Agreement shall remain in full force and effect. If permitted by law, the Parties agree that the invalid or unenforceable provision shall be enforced to the maximum extend allowable under applicable law or replaced with a valid and enforceable provision that achieves the original intent of the Parties. The terms of this Agreement are intended by the Parties as a final expression of their agreement containing all oral and written understandings, past and present, between the parties relative to the Goods sold pursuant to the Agreement. Neither of the Parties has relied on any statements or representations that have been made by the other Party that are not set forth herein.