

**OLD WORLD INDUSTRIES, LLC
GENERAL TERMS AND CONDITIONS
FOR PURCHASE OF GOODS**

1. Definitions. Capitalized terms in these Terms shall be defined and have the meanings as set forth herein. For easy reference, some of the defined terms are set forth below:

- (a) **“Affiliate”** means, in relations to any Party, any entity or person controlled by the Party, any entity or person that controls the Party, or any entity or person under common control with the Party. For this purpose, “control” of any Party, entity or person means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Party, entity or person, whether through the ownership of voting securities, by contract, or otherwise.
- (b) **“Blanket Purchase Order”** means a Purchase Order, schedule agreement or autofill arrangement that does not contain specific quantities or delivery dates, but contains basic information on the Products that Buyer intends to purchase from Seller pursuant to Releases issued from time to time by Buyer.
- (c) **“Buyer”** means Old World Industries, LLC, an Illinois limited liability company, or any Affiliate of Old World Industries, LLC referencing these Terms in its Purchase Order.
- (d) **“Laws”** means international, federal, state, local or other laws, statutes, directives, treaties, quotas, ordinances, and regulations.
- (e) **“Parties”** means Buyer and Seller collectively. “Party” means either Buyer or Seller, individually.
- (f) **“Products”** means the goods or products ordered by Buyer from Seller pursuant to a Purchase Order.
- (g) **“Purchase Order”** means a Transmission by Buyer to Seller containing a purchase order number, supplier code number, and such other information evidencing an offer to Seller by Buyer relating to the purchase of Products.
- (h) **“Release”** means a Transmission specifying quantities of Products and desired shipping or delivery dates and referencing an applicable Blanket Purchase Order.
- (i) **“Seller”** means the entity indicated as supplier or vendor on the Purchase Order.
- (j) **“Terms”** means these General Terms and Conditions for Purchase of Goods.
- (k) **“Transmission”** means any transmission from one Party to the other Party electronically through a computer network, EDI, or otherwise, by mail of hard copy, or by such other means as may be agreed.

2. Acceptance and Applicability. Any Purchase Order either referencing these Terms or including a copy of these Terms with the Purchase Order (either by regular or electronic mail) is an offer by Buyer for the purchase of the Products specified on the face of such Purchase Order. In the case of a Blanket Purchase Order, the offer by Buyer shall not be made until Buyer issues a Release under such Blanket Purchase Order. Seller shall be deemed to have accepted the Purchase Order (including any specifications or requirements contained therein) and these Terms upon the earlier of (i) Seller’s acknowledgement in writing (including through electronic transmission within Buyer’s supplier portal) of its intent to be bound by the Purchase Order or Release; or (ii) Seller’s delivery to Buyer, or Buyer’s designated customer or carrier if applicable, any of the Products ordered under such Purchase Order or Release at the delivery point set forth in such Purchase Order or Release (the “Delivery Point”). Buyer may withdraw the Purchase Order or Release at any time and for any reason without any liability before it is deemed accepted by Seller. Seller’s acceptance of any Purchase Order is unqualified, unconditional, and subject only to these Terms and any terms specifically set forth on the Purchase Order or any documents executed by both Buyer and Seller referenced on a Purchase Order. Buyer expressly rejects any additional or different terms and conditions, including those which may appear in any quotation, acceptance, shipping documentation, invoice or acknowledgement of Seller or which may be found on Seller’s electronic portal, including any “clickwrap” terms. If Buyer’s Purchase Order and these Terms have been sent to Seller in response to a bid, proposal, quotation or other type of offer made by Seller, these Terms: (a) shall supersede and control all provisions in Seller’s offer; (b) shall be a rejection of Seller’s offer; and (c) shall constitute an offer by Buyer to Seller.

3. Entire Agreement. The Purchase Order, together with (i) these Terms; (ii) any documents incorporated herein by reference; (iii) any specifications or requirements transmitted to Seller by Buyer in connection with the Purchase Order; and (iv) any manufacturer or supplier warranties provided by Seller (to the extent they are not inconsistent with the Purchase Order and the Terms), constitutes the sole and entire agreement of the Parties with respect to the Purchase Order, or Release as the case may be, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Purchase Order. In the event of a conflict between these Terms and any terms found in the body of the Purchase Order, the terms contained in the body of the Purchase Order shall prevail.

4. Changes; Amendments. Buyer shall have the right at any time prior to delivery, by written notice to Seller in the form of an amended Purchase Order or Release, to make any changes to the Purchase Order or Release, including changes in the Delivery Point, Delivery Date (defined below), specifications, instructions, designs, drawings, data, packaging, quantity, or shipping method. If any such changes result in an increase or decrease in the cost or time required for performance of such Purchase Order, an equitable adjustment shall be made. Any claim by a Party for an equitable adjustment hereunder must be approved by the other Party in writing before any change is performed or effected.

5. Quantities; No Quantity Guarantee. Unless quantities and shipping details are specified, Buyer makes no commitment or guarantees as to the quantity of Products it may purchase from Seller. In the case of a Blanket Purchase Order, Buyer may issue an estimated forecast of quantities for the effective dates of the Blanket Purchase Order. Such forecasts are for information purposes only, are completely non-binding on Buyer and Seller, and shall not constitute an offer to purchase such quantities unless and until Buyer issues a Release. Any forecasts shall be confidential information of Buyer and subject to Section 23 (Confidentiality) of these Terms. If Seller delivers more or less than the quantity of Products ordered, as indicated on the Purchase or Release as the case may be, Buyer may reject all or any excess Products. Any such rejected Products shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Products and instead accepts the delivery of Products at the increased or decreased quantity, the price for the Products shall be adjusted on a pro-rata basis and Seller shall issue an amended invoice reflecting such adjustment.

6. Termination. Buyer may at any time terminate, cancel or suspend all or any part of undelivered Products or quantities on any outstanding Purchase Order or Release. Seller agrees that its sole remedy as a consequence of any such termination or cancellation is the reimbursement by Buyer of the reasonable costs of materials and labor actually and directly incurred by Seller on Products terminated or canceled by Buyer prior to Seller's knowledge of such termination or cancellation. Seller further agrees to take all steps reasonably possible to mitigate such charges. If Buyer's termination is due to Seller's breach of these Terms, however, Seller shall not be entitled to any such reimbursement.

7. Prices. Prices stated on a Purchase Order shall be firm and shall remain firm unless otherwise expressly agreed to in writing by both Parties. In the case of a Blanket Purchase Order, where Products subject to such Blanket Purchase Order are of the type where fluctuation in the price of commodities will greatly impact the price of Products, the prices of such Products shall be updated no more frequently than once per month. Such price changes, either increases or decreases, shall reasonably reflect the changes in price of relevant indices of such commodity relative to the weight of such commodity in the Products.

8. Payment Terms and Invoicing. Payment terms shall be as set forth on the Purchase Order, which shall be measured from Buyer's receipt of a correct itemized invoice. If no payment terms are set forth on the Purchase Order, payment shall be made sixty (60) days after receipt of the correct itemized invoice. An invoice shall be provided to Buyer upon and as to each delivery of Products under a Purchase Order or Release and shall reference the applicable Purchase Order number. Payment of an invoice shall not constitute acceptance and all invoices shall be subject to adjustment and set-off if the Seller fails to perform or otherwise breaches the Purchase Order or these Terms. If requested by Buyer, Seller shall send invoices in an electronic format specified by Buyer and to the electronic location provided by Buyer to Seller, which may include uploading to Buyer's electronic supplier portal.

9. Delivery. Delivery time shall be of the essence. If Products are not delivered by the specified delivery date (the "Delivery Date") identified on the Purchase Order or Release, as the case may be, Buyer reserves the right to cancel such Purchase Order or Release. Buyer may then, at its election, procure the Products from another source and charge the Seller for any additional costs or expenses caused by Seller's failure to delivery Products on the Delivery Date. Buyer's rights under this Section shall be in addition to any other remedies that may be set forth in these Terms as well as any other remedies available to Buyer at law or in equity.

10. Shipping Terms. Shipping terms shall be as set forth on the Purchase Order or Release. If no shipping terms are set forth on the Purchase Order, shipping terms shall be DDP Buyer's receiving facility (INCOTERMS 2010). Seller shall ensure that all Products are properly described, classified, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations, including the U.S. Department of Transportation ("USDOT") and Occupational Safety and Health Administration ("OSHA") regulations. An itemized packing list shall accompany each shipment of Products. Seller shall send Buyer appropriate separate notice of shipment, including the same information that is contained on the packing list and all information relating to the shipment date and handling to enable Buyer to track such shipment. Seller shall include the Purchase Order number and its supplier code on all bills of lading.

11. Shipments of Hazardous Materials. "Hazardous Materials" are defined for purposes of these Terms as any substances regulated as contaminants, or as threats or potential threats to human health, safety or the environment, by any Environmental Requirements (as herein defined). In addition to Section 10, Seller must comply with the following requirements for shipment of Hazardous Materials:

- (a) Seller shall ensure that all personnel shall receive hazardous materials training as required by applicable regulations. Seller shall further ensure that a valid 24-hour emergency response number (domestic and international, if applicable) is supplied on the shipping documents for Hazardous Materials and that the appropriate material safety data sheet ("SDS") has been given to the proper emergency response organization prior to shipment. Unless otherwise agreed by Buyer, Seller shall be shown as the "shipper" on all documents relating to the shipment of Hazardous Materials provided under the Purchase Order.
- (b) For all Products, Seller shall provide Buyer with the appropriate hazard classifications and warning messages that should appear on product labels as required by the Environmental Requirements, and other applicable Laws of the United States and international jurisdictions in which such Products will be distributed. Seller shall develop, revise, update, and transmit an electronic copy of the current SDS for all Products purchased, in the appropriate language and format that may be required by the laws of the jurisdictions in which the Products will be

distributed. When applicable, Seller shall format such SDSs and labels to identify the Product as a Buyer-branded product. “Environmental Requirements” means all United States and foreign (non-United States) Laws that have the force or effect of law, relating to human health or safety and the protection, preservation, or remediation of the environment, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq. (“TSCA”); the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq. (“OSHA”); the Federal Hazardous Substances Act, 15 U.S.C. Section 1261 et seq. (“FHSA”); and the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 11011 et seq.

- (c) Seller shall comply with all applicable Laws administered by the USDOT or other international entities, including the U.S. Federal Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq., the United Nations/North America 1993 regulation regarding flammable liquids, international regulations issued by the International Civil Aviation Organization (ICAO Technical Instructions), and the International Maritime Dangerous Goods Code, that regulate the transportation of Hazardous Materials and apply to transportation of the Products while under Seller’s possession or reasonable control.

12. Title and Risk of Loss. Unless stated otherwise in the Purchase Order, title to Products and risk of loss thereof shall pass upon delivery to Buyer or to Buyer’s designated customer or carrier at the Delivery Point.

13. Inspection and Rejection of Nonconforming Products. Buyer, or Buyer’s Customer in the case of a direct ship to Buyer’s Customer, has the right to inspect Products on or after the Delivery Date. Buyer, at its sole option (or Buyer’s Customer as the case may be), may inspect all or a sample of the Products, and may reject all or any portion of the Products if it determines the Products are nonconforming or defective. If Buyer rejects any portion of the Products, Buyer has the right, effective upon written notice to Seller, to (i) rescind the Purchase Order in its entirety; (ii) accept the Products at a reasonably reduced price; or (iii) reject the Products and require replacement of the rejected Products. If Buyer requires replacement of the Products, Seller shall, at its expense, promptly replace the nonconforming Products and pay for all related expenses, including transportation charges for the return of the defective Products and the delivery of replacement Products. If Seller fails to timely deliver replacement Products, Buyer may replace them with products from another source and charge the Seller for any additional costs or expenses caused by Seller’s failure to deliver conforming Products. Neither inspection nor the failure to inspect, either before or after Products are used for their intended purpose or before or after Products are resold to Buyer’s Customers, shall void Buyer’s rights or the rights of Buyer’s Customers under the Purchase Order and these Terms.

14. Representations and Warranties. Seller represents and warrants that Products shall: (i) be conveyed with good title, free and clear of any and all liens, security interests, and encumbrances; (ii) be new (unless otherwise indicated on the Purchase Order), merchantable, and fit for their intended purpose; (iii) be free of any defects in design (except to the extent that Buyer furnishes the design), materials, workmanship, parts and components; (iv) meet or exceed Buyer’s and Seller’s applicable specifications, drawings, designs, samples, and other requirements for Products; (v) comply and conform to, and be properly identified and labeled in accordance with, all applicable Laws and industry standards, including those dealing with consumer protection, environmental responsibility, products liability, and safety; (vi) not infringe upon or misappropriate any rights of any third party including any patent or other intellectual property rights; AND (vii) conform to all statements made on all labels and packaging from a technical, legal, specifications, and product claim standpoint. Inspection, testing, acceptance or use of Products furnished hereunder shall not affect the obligation of Seller under these representations and warranties, and such representations and warranties shall survive any inspection, testing, acceptance, or use, and shall not be affected by the fact that Buyer has resold or transferred Products. The representations and warranties set forth above shall inure and run to Buyer, its successors and assigns, and shall extend to any resale, lease, or transfer of Products by Buyer to a third party (“Buyer’s Customers”) who may directly enforce the same. The warranty period (“Warranty Period”) for Products shall be: (a) in the case of Products that are resold to Buyer’s Customers or that are incorporated into products sold by Buyer to Buyer’s Customers, from the Delivery Date and continuing until the expiration of the warranty period offered by Buyer to Buyer’s Customers for its products that incorporate Products (Buyer’s warranties to Buyer’s Customers can be found at www.peakauto.com/peak-info/warranty/); or (b) in the case of all other Products, unless another warranty period is set forth on the Purchase Order, one (1) year from the Delivery Date or the period set forth by Seller or Seller’s suppliers, whichever is longer. During the Warranty Period, in the event of a breach of this Section, Seller shall, at its own cost and expense, promptly replace or repair, at Buyer’s option, the defective or nonconforming Products and pay for all related expenses, including transportation charges for the return of the defective or nonconforming Products to Seller and the delivery of repaired or replacement Products to Buyer or Buyer’s Customer. If a Product cannot be promptly repaired or replaced, Seller shall refund the full purchase price of such Product to Buyer, including any shipping costs borne by Buyer, and Buyer may replace them with products from another source and charge the Seller for any additional costs or expenses caused by Seller’s failure to comply with this Section. During the Warranty Period, Seller shall provide warranty claim assessment, management, and follow-up. Seller acknowledges and agrees that all of Seller’s warranty obligations, including the extension of those warranty obligations to Buyer’s Customers, shall be Seller’s obligations alone and that Buyer shall have no warranty obligations as part of its resale, lease, or transfer of Products. Any applicable statute of limitations runs from the date of Buyer’s discovery of the noncompliance of Products with the foregoing warranties.

15. Technical Support. During the applicable Warranty Period, Seller shall provide to Buyer, and to Buyer’s Customers, normal design, quality assurance, engineering, and technical support for all Products furnished. Seller shall also provide copies of any performance tests involving the Products and related competitors’ products, Product claim substantiation and all related technical data respecting Product performance.

16. Marked Labeling. If Buyer instructs Seller to apply or affix Buyer’s, or Buyer’s Customer’s, trademarks, brand, logo or other trade indicia (“Marks”) on or to the Products, Buyer shall either provide Seller with labels for this purpose (“Marked Labels”) or provide Seller with all artwork, in whatever form(s) agreed to by the Parties, for this purpose. If Buyer provides the artwork, Seller shall then develop and purchase the Marked Labels necessary to label the Products. All Marked Labels, and their location(s) on the Products must be approved in advance by Buyer and may not be changed or moved without Buyer’s consent. With respect to Marked Labels, unless otherwise agreed by Buyer, Seller shall be responsible for the

content of the Marked Labels from a technical, legal, Product specification and Product claim standpoint, and Buyer shall be responsible for the content of the Marked Labels from an artistic, copyright and trademark standpoint.

17. Work in Process; Quality Program. Buyer shall have the right, at any reasonable time, to inspect materials, work in process, finished Products and parts, and records relating thereto, at any facilities at which Products are manufactured or such records are kept. If Seller does not control such facilities, Seller shall obtain the right for Buyer to conduct such inspection. Buyer assumes no responsibility and waives no rights as a result of any such inspection. Seller shall maintain a quality assurance program satisfactory to Buyer to ensure that Products consistently satisfy Buyer's quality requirements.

18. Most Favored Customer. Seller represents and warrants that the price for Products is the lowest price charged by Seller to any of its external buyers for similar volumes of similar products. If Seller charges any other buyer a lower price, Seller will apply that price to all Products under the Purchase Order.

19. Intellectual Property.

(a) Buyer's Intellectual Property Rights/Use of Marks.

- (i)** If Buyer instructs Seller to apply or affix Marks on or to the Products in accordance with Section 16 (Marked Labeling), Buyer hereby grants to Seller the limited, revocable, non-exclusive, and non-transferable right to do so on or to the Products supplied and sold to Buyer hereunder. Seller shall not use, affix, apply, or display the Marks in any other manner, or for any other reason, or on any other product. For purposes of the Purchase Order and these Terms, Buyer warrants that it has the rights in, interest in, control of, or ownership of such Marks. Seller acknowledges and agrees that nothing in the Purchase Order and these Terms shall prevent Buyer from using the Marks at any time in connection with any products or services, or from licensing the Marks to any third parties. Seller acknowledges Buyer's exclusive rights, interest, and ownership (or control) in the Marks and agrees not to take or cause any action that would impair or interfere with such exclusive rights, interest, ownership, control, and use, or any registration thereof. All use by Seller of the Marks will inure to Buyer's benefit. All rights in the Marks are reserved by Buyer for its own use and benefit and nothing in this Purchase Order or Terms shall give Seller any right, title, or interest in or to the Marks. Seller shall not seek to register or assist any third party to register the Marks, or seek any other type of related protection, without the prior written consent of Buyer. Upon request, however, Seller shall reasonably assist Buyer in protecting and enforcing Buyer's rights in the Marks (and the rights of Buyer's Customers, where applicable), including providing necessary affidavits or other documents. Seller also agrees to notify Buyer in writing of any possible infringements of the Marks that come to its attention. Buyer shall have the sole right to determine whether or not to take action against such possible infringement.
- (ii)** Seller acknowledges that Buyer intends to and shall advertise, distribute, market, merchandise, promote, sell, or resell the Products supplied by Seller and affixed with the Marks in any market that Buyer may select anywhere in the world. Seller shall not, directly or indirectly, manufacture, supply, advertise, distribute, market, merchandise, promote, sell, or resell such Products that have been affixed with the Marks to any third party or allow any third party to resell such Products anywhere in the world, without Buyer's prior written consent. Seller agrees that it shall take prompt action against any third party who violates Buyer's above-stated rights. In addition, Seller agrees that it shall not, directly or indirectly, manufacture, supply, advertise, distribute, import, market, merchandise, promote, sell or resell a Product using trademarks, service marks, or other trade indicia that are confusingly similar to the Marks. To the extent Seller lawfully offers goods to others similar to Products, Seller will not state or otherwise indicate that such goods of Seller are equivalent to Products unless provable without reference or reliance on Seller's sale of Products to Buyer or any Buyer Confidential Information (defined below).
- (iii)** Buyer may have valuable Intellectual Property Rights (as defined below) in tooling, documents, information, and other materials provided to Seller. Seller shall not acquire any right, title, or interest in any Intellectual Property Rights of Buyer. Seller may use the Intellectual Property Rights of Buyer only for the production and supply of Products to Buyer and Buyer's Customers. Without limiting the foregoing, Seller agrees that Products manufactured based on Buyer's Confidential Information (as defined below) may not be used for Seller's own use or sold to third parties without Buyer's prior express written consent. "Intellectual Property Rights" means patents, patent applications, copyrights, trade secrets, and industrial design rights.

(b) Seller's Intellectual Property Rights.

- (i)** Seller represents and warrants that: (i) it owns or has the right to use, transfer or sub-license (by right of license or otherwise) all of the trademarks of Seller and other Intellectual Property Rights of Seller, if any, pertaining to the Products supplied herein (other than those rights owned or controlled by Buyer above) and has not granted, licensed, sublicensed or otherwise transferred any of such Seller's Intellectual Property Rights to any third party that would impair Buyer's use (or the use of Buyer's Customers) of the Products, including the advertising, distribution, importing, marketing, merchandising, promotion, sale, offer for sale, or resale of same; (ii) the Products do not infringe upon or misappropriate any rights of any third party including any Intellectual Property Rights or trademark rights; and (iii) any and all intellectual property markings (or the absence thereof) on the Products shall be in full compliance with all applicable Laws.
- (ii)** Seller grants to Buyer and its Affiliates, and Buyer's Customers if applicable, a perpetual, worldwide, paid-up, royalty-free, nonexclusive license under each copyright that Seller owns, controls, or has the right to license to reproduce, prepare derivatives of, sublicense,

distribute, perform, and display any software that is embedded or loaded in the Products in conjunction with the use or sale of the Products.

20. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING LOST PROFITS AND LOSS OF GOODWILL) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF HOW CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR RECOVERY.

21. Indemnification. Seller shall indemnify, defend, and hold harmless Buyer, Buyer's Affiliates, and their respective directors, officers, employees, shareholders, agents, successors, assigns, consultants, and business invitees from and against any and all claims, demands, liabilities, losses, damages, costs, enforcement procedures, and expenses, of whatsoever nature (including costs, litigation expenses, and reasonable attorneys' fees) arising out of, caused by or in any way connected with: (i) any breach by Seller of the Purchase Order or these Terms; (ii) any negligence or intentional misconduct of Seller, its shareholders, members, directors, managers, officers, employees, agents, or contractors in connection with Seller's performance under the Purchase Order; (iii) any actual or alleged infringement or misappropriation of any trademark or Intellectual Property Right of a third party resulting from the manufacture, import, export, use, offer to sell, sale, resale, or supply of any Products furnished to Buyer or Buyer's Customers under the Purchase Order; (iv) any claim of defect in the design (to the extent provided by Seller), materials, or workmanship of the Products; (v) the use, design, composition, make-up, manufacture, labeling, patent marking, packaging, marketing, or distribution of any Product, or its delivery, including costs of any Product recall, product replacement, packaging or label replacement, product liability claims, warranty claims, stocking or restocking charges, freight, or money-back guarantees.

22. Insurance. Seller shall, at its own cost and expense, obtain and maintain policies of insurance as described below (or such other coverage limits as agreed to by the Parties in writing) with insurance companies having an A.M. Best Rating of "A-" or better for financial strength and "VII" or better for financial size. The limits set forth below are minimum limits and shall not be construed to limit Seller's liability. A certificate of insurance evidencing such insurance policies shall be provided to Buyer prior to acceptance of a Purchase Order, shall be updated at least annually and shall be made available to Buyer as requested. All policies shall (i) waive subrogation rights in favor of Buyer, where permitted by law; (ii) be designated as primary coverage to any similar coverage carried by Buyer; (iii) specify that Buyer shall be given at least thirty (30) days prior written notice of any material modification, cancellation or termination of coverage; and (iv) name Buyer as an additional insured using language substantially similar to, "Old World Industries, LLC, and any and all subsidiaries, directors, officers, employees, and agents as their interest may appear shall be named as additional insured with regard to this insurance policy." Seller's failure to obtain and maintain the required insurance will not relieve it of any obligation contained in the Purchase Order or these Terms, including liability for claims in excess of the required limits of liability. For any subcontractors of Seller, including any carrier hired by Seller, Seller shall cause such subcontractor to comply with this Section, including naming Buyer as an additional insured.

- (a) **Commercial General Liability** insurance, including personal and advertising injury, products/completed operations, medical payments, bodily injury, and property damage, with minimum limits of (i) in the case of Products that are, or will be incorporated into, consumer products, \$2,000,000 per occurrence and \$4,000,000 in the aggregate; (ii) in the case of Products that contain Hazardous Materials, \$10,000,000 per occurrence, and such policy shall include coverage for environmental or hazardous material liability; or (iii) in the case of all other Products, \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- (b) **Workers Compensation/Employer's Liability** insurance, if Seller's employees or agents will be entering Buyer's (or Buyer's Customer's) premises, with statutory limits, or \$1,000,000 if no statutory requirement, and \$1,000,000 in employer's liability coverage.
- (c) **Automobile Liability** insurance, if Seller's employees or agents will be driving on Buyer's (or Buyer's Customer's) premises or making delivery to Buyer's (or Buyer's Customer's) premises, with minimum limits of \$1,000,000 per occurrence.
- (d) **Umbrella/Excess Liability** insurance is acceptable to meet the above defined requirements. Seller shall cause each insurance company to provide the insurance on an umbrella basis in excess over and no less broad than the liability coverages required herein (including as to Buyer's additional insured status), with the same inception and expiration dates as Commercial General Liability insurance, and with coverage that "drops down" for exhausted underlying aggregate limits of liability coverage.

23. Confidentiality. From time to time, one Party may need to disclose to the other Party certain Confidential Information (defined below). Each Party acknowledges and agrees that it will use commercially reasonable efforts to disclose only such Confidential Information that is reasonably necessary for the purchase and provisioning of Products from Seller to Buyer (the "Purpose"). The term "Confidential Information," as used in this Agreement shall mean any and all information disclosed or conveyed by one Party or its agents (the "Disclosing Party") to the other Party or its agents (the "Recipient") in or via any conference, conversation or meeting (face-to-face, video, telephone, web or otherwise); document (e-mail, facsimile, instant message, presentation, regular mail, request for proposal, letter, memorandum, writing, or otherwise); or any other type of conveyance including information pertaining to or related to: (i) current or future products and services (including current and future product and service development and pricing); accounting, asset, business, commercial, corporate, developmental, distribution, financial, growth, human resources, intellectual property (including copyright, patent, trademark, trade secrets, code, formulas, know-how, ideas, inventions, and pending applications), investment, licensing, marketing, manufacturing, operations, pricing, production, real estate, research, or technical data, methods, plans, policies, presentations, processes, programs, procedures, records or strategies; customer and prospective customer accounts and lists; and any other business, commercial or technical information relating to the Disclosing Party's current or prospective businesses, facilities or properties; (ii) anything marked or otherwise identified by the Disclosing Party as confidential, restricted, proprietary, or secret; and (iii) anything disclosed or observed under circumstances under which a reasonable person would understand that such information is or should be confidential or proprietary to the Disclosing Party. Recipient shall take all

necessary steps to protect Confidential Information with at least the same degree of care that Recipient uses to protect its own confidential and proprietary information of like kind, but in no event less than reasonable care. Except as otherwise expressly agreed to in writing by the Disclosing Party, Recipient shall not (a) use any of Disclosing Party's Confidential Information other than for the Purpose; or (b) disclose to any third party any of Disclosing Party's Confidential Information. Recipient shall obligate its employees or agents who have or shall receive any part of the Confidential Information to not use or disclose it except as permitted herein. Upon written notice from the Disclosing Party, or upon the termination of this Purchase Order, all copies of the Confidential Information shall be returned to the Disclosing Party or destroyed/deleted within five (5) days of such request; provided, however, that Recipient shall have the right to maintain one archived copy for its records and defense of claims and litigation. If the Disclosing Party elects to have the Confidential Information destroyed/deleted, Recipient shall certify the destruction/deletion of same within the time period set forth in this Section. The above-stated provisions on confidentiality shall not extend to any information that: (1) was already in Recipient's possession before its receipt from Disclosing Party without restriction on its use or disclosure; (2) is or becomes available to the general public through no act or fault of Recipient; (3) is rightfully disclosed to Recipient by a third party without restriction on its use or disclosure; or (4) is independently developed by the Recipient without using any of the Disclosing Party's Confidential Information. In the event a court order or governmental regulation requires the Recipient to disclose all or part of the Confidential Information, such Party shall give the Disclosing Party prior written notice of the scope of the anticipated disclosure so as to enable the Disclosing Party to undertake all reasonable efforts to challenge such order or have such court or governmental agency maintain the secrecy and confidentiality of the Confidential Information. In addition to other remedies, each Party acknowledges that monetary damages may be insufficient for any breach of this Section, and either Party shall be entitled to seek specific performance and injunctive and equitable relief as a remedy if a material breach of this Section is established. The Parties' obligations under this confidentiality provision shall continue for a period of three (3) years after the later of (a) disclosure of Confidential Information; (b) the delivery of Products under a Purchase Order; or (c) the expiration or termination of a Blanket Purchase Order.

24. Product Regulations. The terms "Products Regulations," as used in these Terms, shall mean Environmental Requirements, labeling, marking, license, authorization, certification, country of origin, hazard communication, and other United States and international entity regulatory requirements applicable to the import, export, manufacture, sale, or distribution of Products pursuant to Purchase Orders. Such Product Regulations may include without limitation California Health & Safety Code, Section 25249.5 et seq. ("Proposition 65"); the Consumer Product Safety Act of 1972, 15 U.S.C. 2051 et seq.; regulations promulgated by the U.S. Consumer Product Safety Commission and the U.S. Environmental Protection Agency; and the European Union Directive: Registration, Evaluation, and Authorization of Chemicals ("REACH"). Seller is solely responsible for the compliance of the Products with applicable Product Regulations. Seller agrees to provide Buyer all information and documentation, including supply chain data, necessary for Buyer to comply with all Product Regulations applicable to Buyer.

25. Conflict Minerals. On an annual basis or more frequently if requested by Buyer, Seller shall disclose to Buyer any Products Seller delivered to Buyer that contain tin, tantalum, tungsten, gold, or other materials that may be designated as a conflict mineral by the U.S. government ("Conflict Minerals"). If Products contain any Conflict Minerals, Seller shall have a supply chain policy for Conflict Minerals and shall undertake (i) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into the Products it provides to Buyer; (ii) due diligence of its supply chain, as necessary, to determine (a) if Conflict Minerals incorporated into Products it provides to Buyer are sourced from the Democratic Republic of the Congo or adjoining countries, and, if so, (b) whether such Conflict Minerals directly or indirectly support conflict in these countries; and (iii) risk assessment and mitigation actions as may be necessary to implement the reasonable country of origin inquiry and due diligence procedures. Seller agrees to provide to Buyer all supporting information and documentation substantially in the format reasonably requested by Buyer, including supply chain data necessary or desirable for Buyer to comply with its obligations to any of its customers under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and its implementing regulations. All such supporting information and documentation shall be retained by Seller for a minimum of five (5) years and be subject to audit by Buyer upon reasonable notice. If Seller purchases Products or any components of Products that contain any Conflict Minerals from a third party, Seller shall include the substance of this Section in all contracts with such third party.

26. Compliance with Laws. Seller represents that it is in compliance with and shall comply with all applicable Laws from which liability may accrue to Buyer for any violation thereof, including applicable Environmental Requirements, Product Regulations, the Fair Labor Standards Act of 1938, the U.S. Foreign Corrupt Practices Act and any applicable anti-bribery Laws of other countries, the U.S. Export Administration Regulations, and the sanctions regulations administered by the U.S. Treasury Department of Foreign Assets Control and the U.S. Department of State. Seller agrees to reasonably cooperate with Buyer to ensure compliance with any Laws applicable to Buyer regarding the Products. Upon Buyer's request, Seller shall at its expense provide to Buyer in a timely manner any and all information and documentation regarding Seller's compliance with applicable Laws.

27. Supply Chain Shipment Security. If and to the extent Seller is shipping Products from jurisdictions outside the United States into the United States, Seller accepts responsibility for, and shall implement security measures to ensure, the safe and secure packaging, containerization, transportation, and delivery of such Products throughout the supply chain in adherence with the security criteria required under U.S. Customs & Border Protection's Customs-Trade Partnership Against Terrorism ("C-TPAT"). Seller's obligations hereunder shall continue until such time as those Products are delivered to Buyer at the Delivery Point.

28. Buyer's Supplier Policies. Seller shall conduct itself comply with Old World Industries, LLC's Supplier Code of Conduct or its functional equivalent, which is made available to Seller on Old World Industries, LLC's electronic supplier portal.

29. Force Majeure. Neither Party shall be liable to the other for any delay or failure in performing its obligations under the Purchase Order and these Terms to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that Party, without such Party's fault or negligence, and which by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable ("Force Majeure Event"). Force Majeure Events include acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, embargoes or industrial disturbances. Seller's economic hardship or changes in market conditions are not considered Force Majeure Events. Any Party claiming such a Force Majeure Event shall provide prompt written notice to the other

Party of the Force Majeure Event and shall diligently and in good faith attempt to minimize the effects of and remedy such Force Majeure Event. For so long as Seller's ability to perform is affected by the Force Majeure Event: (i) Seller may elect to allocate its total productions of the Product among its various contracted customers in a fair and reasonable manner; and (ii) Buyer may obtain the quantities of Product which Seller is unable to deliver from another source without any obligation to Seller. If a Force Majeure Event affects either Party's performance under the Purchase Order for at least thirty (30) days, the unaffected Party may terminate the Purchase Order upon written notice to the affected Party.

30. Miscellaneous.

- (a) **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under the Purchase Order or these Terms without the prior written consent of Buyer. Any purported assignment or delegations in violation of this Section shall be null and void. No assignment or delegation shall relieve Seller of any of its obligations hereunder.
- (b) **Governing Law; Dispute Resolution; Venue and Attorney's Fees.**
- (i) **Choice of Law.** If Buyer is Old World Industries, LLC, or its Affiliate located in the United States or Canada, the Purchase Order and these Terms, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois, excluding conflicts of laws rules which might apply the law of a different jurisdiction. If Buyer is an Affiliate of Old World Industries, LLC that is located outside of the United States or Canada, the Purchase Order and these Terms, and the rights and obligations of the Parties hereunder, shall be governed by and construed in accordance with the laws of the jurisdiction where such Affiliate is located, excluding conflicts of laws rules which might apply the law of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to any transaction pursuant to these Terms.
- (ii) **Good Faith Negotiations.** The Parties shall use commercially reasonable efforts to resolve any and all claims and disputes arising under the Purchase Order and these Terms first through good faith negotiations and without initially resorting to litigation, or other similar proceedings; provided, however, that either Party shall be entitled to: (i) seek injunctive relief in any forum of competent jurisdiction to avoid irreparable harm, for breach of confidentiality, or for infringement or misappropriation of its intellectual property rights; or (ii) commence litigation in the venue set forth below to avoid being barred by an applicable statute of limitations; in each case without first attempting to resolve such claim or dispute through good faith negotiations or mediation.
- (iii) **Mediation.** If the Parties are unable to resolve such claim or dispute via good faith negotiations, the Parties agree, prior to commencement of any legal action or suit, to submit to at least one day of non-binding mediation in Cook County, Illinois (or, in the case where Buyer is an Affiliate of Old World Industries, LLC located outside of the United States or Canada, in the jurisdiction where such Affiliate is located) with a mediator chosen jointly by the Parties and with costs to be divided equally between the Parties.
- (iv) **Litigation and Venue.** Any legal action, suit, or proceeding with respect to this Agreement shall be brought exclusively in state or federal court in Cook County, Illinois (or, in the case where Buyer is an Affiliate of Old World Industries, LLC located outside of the United States or Canada, in the jurisdiction where such Affiliate is located) and each Party consents to the jurisdiction of such court for all matters that arise under the Purchase Order and these Terms. Each Party waives the right to formal service of process and agrees to accept service of process via hand delivery or by U. S. Mail, postage prepaid, certified or registered, return receipt requested, or by such other method as is authorized by applicable law. EACH PARTY ALSO IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION, SUIT, OR PROCEEDING ARISING FROM OR RELATED TO THE PURCHASE ORDER OR THESE TERMS.
- (v) **Attorneys' Fees.** The prevailing Party in any litigation hereunder shall be entitled to attorneys' fees and costs. The prevailing Party, for purposes of awarding attorneys' fees and costs, shall be: (i) the claiming Party if the judgment is an amount equal to or greater than such Party's settlement demand; or (ii) the defending Party if the judgment is equal to or lower than such Party's written settlement offer. If the Parties do not exchange a written settlement demand and a corresponding written settlement offer, or if the judgment is less than the written settlement demand but greater than the written offer, the Parties shall pay their own attorneys' fees and costs.
- (c) **Equitable Relief.** The Parties agree that if any term, condition, obligation or restriction in the Purchase Order or these Terms is breached and the damages to the aggrieved Party are difficult or impossible to ascertain or quantify, the aggrieved Party shall be entitled to injunctive or other equitable relief, in addition to any other remedies such Party may have under law.
- (d) **Independent Contractor.** Each Party shall act solely as an independent contractor and nothing herein shall at any time be construed to create the relationship of an employer and employee, partnership, principal and agent, or joint venture as between Seller and Buyer. A Party shall have no right or authority and shall not attempt to enter into any contract, commitment, or agreement, or incur any debt or liability of any nature, in the name of or on behalf of the other Party. Each Party shall conduct its affairs with regard to third parties so as to avoid the appearance or creation of any relationship between the Parties other than that of seller and purchaser.
- (e) **Notices.** All notices given under the Purchase Order and these Terms shall be in writing and addressed to the Parties at the addresses set forth on the face of the Purchase Order or to such other address that may be designated by the receiving Party in writing. All notices shall be delivered personally, by nationally or internationally recognized express delivery service, by registered or certified mail (in each case, return receipt requested, postage prepaid), or by such method as shall permit the sender to verify delivery. Notice shall be deemed effective

upon the earlier of (i) the date when actually delivered to the Party; or (ii) the date when deposited with the mail or delivery service if the sending Party also sends a copy of the notice to the receiving Party by electronic mail on the date such notice is deposited. Any notice to Buyer shall require that a copy be sent to the following:

Old World Industries, LLC
3100 Sanders Road, Suite 500
Northbrook, Illinois 60062
Attention: Chief Legal Officer

- (f) No Third-Party Beneficiaries.** The Purchase Order and 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.
- (g) Headings.** The titles and subtitles of the Sections in these Terms are for reference and identification purposes only. They are not intended to modify, restrict or expand upon the content of the Sections themselves.
- (h) Severability.** If any provision of the Purchase Order or these Terms is held invalid or inoperative, the other provisions of the Purchase Order and these Terms shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the provision held invalid or inoperative. In the event that any court of competent jurisdiction shall determine that any provision of the Purchase Order and these Terms or the application thereof is unenforceable because of the duration or scope thereof, the Parties hereto agree that such court in making such determination shall have the power to reduce the duration and scope of such provision to the extent necessary to make it enforceable, and that the Purchase Order and these Terms in their reduced form shall be valid and enforceable to the full extent permitted by law.
- (i) Survival.** Provisions of the Purchase Order and these Terms which by their nature should apply beyond the term of the Purchase Order shall survive the termination or expiration of the Purchase Order, including Section 14 (Representations and Warranties), Section 15 (Technical Support), Section 19 (Intellectual Property), Section 20 (Limitation of Liability), Section 21 (Indemnification), Section 22 (Insurance), Section 23 (Confidentiality), Section 25 (Conflict Minerals), Section 26 (Compliance with Laws), and Section 30(b) (Governing Law; Dispute Resolution; Venue and Attorneys' Fees).
- (j) Cumulative Remedies.** The rights and remedies under the Purchase Order and these Terms 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.
- (k) Waiver.** No waiver by either Party of any of the provisions of the Purchase Order or these Terms shall be effective unless explicitly set forth in writing and signed by the Party so waiving. The written waiver of any breach of any term or condition in this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition. No course of dealing and no failure to act on any incident of breach under the Purchase Order or these Terms shall be construed against either Party as a waiver of its right to act in the future.
- (l) Interpretation.** The term "day" means a calendar day unless expressly stated otherwise. The terms "including," "include," and "included," shall be interpreted as if followed by the words "without limitation."