

**Standard Terms of Purchase of
Request Foods, Inc.; ColdQuest, LLC; and other subsidiaries and affiliates**

("Direct" Purchasing Terms for Food, Ingredients, Packaging, etc.)

All Purchase Orders for Products by Buyer are subject to these Standard Terms of Purchase ("**Terms of Purchase**" or "**Terms**"). In these Terms, the following definitions apply:

- "**Affiliate**" of a party means any entity that directly or indirectly controls, is controlled by, or is under common control with that party.
- "**Buyer**" means the specific legal entity that is a Request Company that is the buyer or purchaser issuing the Purchase Order to the Supplier. The term "**Request Company**" means one of the following: Request Foods, Inc., ColdQuest, LLC, or any subsidiary or affiliate of Request Foods, Inc. Only the specific legal entity that is the Buyer issuing the Purchase Order is obligated to the Supplier, and no other Request Company has any obligation to the Supplier under these Terms, the Contract or otherwise.
- "**Contract**" means the contract formed pursuant to the Purchase Order, including these Terms of Purchase, the Purchase Order and any other terms agreed upon by Supplier and Buyer in writing.
- "**Products**" means food or food-related items, such as food ingredients, raw materials, containers, packaging, pallets, etc. The term "Products" does not include (and these Terms do not apply to) other products and items, including without limitation capital equipment, MRO items, tools, supplies, etc., which are governed by separate standard terms of purchase.
- "**Purchase Order**" means Buyer's purchase order to the Supplier to purchase the Products.
- "**Supplier**" means the supplier or seller listed on the Purchase Order.

1. **Agreement.** Buyer's Purchase Order is subject to the terms of any written agreement between Buyer and Supplier in which they have agreed that these Terms of Purchase will apply to Buyer's purchases from Supplier. If there is no such written agreement, then (a) the Purchase Order is an offer to buy by Buyer and Buyer rejects any prior offers to sell made by Supplier; (b) if the Purchase Order nevertheless is in legal effect an acceptance of a prior offer by Supplier, then Buyer's acceptance is conditional upon Supplier's assent to all terms of the Purchase Order that are additional to or different from the terms of Supplier's offer; and (c) by accepting the Purchase Order or by shipping the Products, Supplier accepts, agrees and assents to all of the terms contained in the Purchase Order.

2. **Price; Payment; Security Incident.** (a) Unless otherwise stated in Buyer's Purchase Order, the price set forth on the Purchase Order is a fixed price and not subject to increase for any reason. Unless Buyer agrees otherwise in writing, Buyer shall not be required to pay any sales, use or other taxes arising because of Buyer's purchase from Supplier. Buyer shall not be required to pay any late charge, interest, finance charge or similar charge. Buyer's payment of the purchase price does not indicate its acceptance of the Products. Unless otherwise set forth in the Purchase Order or unless otherwise agreed by Buyer in writing, payment terms are net 90 days. Payment terms, including discount periods, shall run from the latest of (i) the scheduled date for delivery or performance; (ii) the actual date of delivery of conforming Products; or (iii) the date of Supplier's invoice. Buyer may withhold payment to Supplier on any invoice if Buyer in good faith disputes any portion of such invoice or needs additional information related to the invoice.

(b) Supplier shall notify Buyer immediately if Supplier becomes aware of any potential fraudulent activity or any Security Incident (as defined below) which indicates that the payment information Supplier has provided to Buyer may have been compromised. If, as a result of a Security Incident or otherwise, a third party (including a third party fraudulently representing itself as Supplier in providing payment instructions to Buyer) is enabled to misdirect or fraudulently induce

Buyer to misdirect payments intended to be made to Supplier, such misdirected payments will be deemed payments made by Buyer against any amounts owed to Supplier. As used above, the term “**Security Incident**” means (i) a breach of security impacting Supplier’s information technology systems; or (ii) one or more fraudulent emails or other communications impersonating an employee, agent or representative of Supplier.

3. Delivery; Force Majeure. Unless otherwise stated in the Purchase Order, the Products shall be delivered DDP (Incoterms) Buyer's facility identified on the face of the Purchase Order. Time of delivery or performance is of the essence, and Buyer's stated delivery or performance date and the date for performance of any other obligation of Supplier shall not be extended or excused for any reason, other than fire, flood, Acts of God, natural disaster, war, terrorism and governmental decrees. Buyer may, upon notice to Supplier, delay the delivery or performance dates without any cost to Buyer.

4. Forecasts; Orders.

(a) In order to assist Supplier with its production planning, Buyer may provide Supplier with forecasts detailing projected orders. Such forecasts are estimates only and shall not constitute a binding commitment for Buyer to purchase any given quantities of any Product or limit Buyer to only order certain quantities of Products. Buyer shall in no way be responsible for Supplier’s action and reliance, whether reasonable or not, on such forecasts.

(b) If the Purchase Order is a blanket purchase order or blanket purchasing agreement, then, except to the extent otherwise expressly stated in Purchase Order, Supplier is obligated to deliver to or perform for Buyer all Products that Buyer orders during the stated period. Regardless of whether Purchase Order is a blanket purchase order or blanket purchase agreement, however, (i) Buyer reserves the right to purchase Products from other suppliers and Buyer has not agreed to exclusively purchase the Products from Supplier; and (ii) Buyer is not obligated to purchase any minimum amount of Products.

5. Representations, Warranties and Agreements Concerning Supplier. Supplier represents and warrants to Buyer, and agrees and guarantees, that (a) Supplier has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the Contract; (b) the Contract is the valid and binding obligation of Supplier, enforceable against Supplier in accordance with its terms; (c) Supplier is solvent; (d) Supplier has not offered or given, and shall not offer or give, any gratuity or thing of value to any employee of Buyer or of any Affiliate of Buyer; (e) Supplier is and shall continue to be in compliance with all equal employment and affirmative action provisions of Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act (“**VEVRAA**”), Section 503 of the Rehabilitation Act of 1973 and all implementing regulations under that Order, VEVRAA and Section 503; and (f) Supplier is and shall continue to be in compliance with all applicable laws and regulations, including without limitation all applicable provisions of the Federal Food, Drug and Cosmetic Act, the FDA Food Safety Modernization Act, all regulations enforced by the Food and Drug Administration and the United States Department of Agriculture, and all applicable provisions of so-called Extended Producer Responsibility laws and regulations (such as, for example, California’s Plastic Pollution Prevention and Packaging Producer Responsibility Act, Colorado’s Producer Responsibility Program For Statewide Recycling Act, etc.). Supplier agrees that it is responsible for all costs and expenses incurred in connection with complying with the above representations and warranties, including without limitation all costs and expenses incurred in connection with complying with laws and regulations such as the Extended Producer Responsibility laws and regulations.

6. Representations, Warranties and Agreements About the Products. Supplier represents and warrants to Buyer, and agrees and guarantees, that:

(a) The Products shall be new and free and clear of all liens, claims and encumbrances. Unless otherwise agreed upon by Buyer in writing, the Products shall have a minimum of seventy-five percent (75%) of remaining shelf life upon receipt by Buyer.

(b) The Products shall be merchantable, of good material, workmanship and quality, fit for the purposes for which Buyer intends them and free from all faults and defects.

(c) The Products shall conform to any samples, drawings, specifications, performance criteria standards or other requirements that are referred to in the Purchase Order or that Buyer has otherwise specified or agreed to in writing, or, if not stated, to standard commercial specifications.

(d) The Products, their manufacture, packaging, labeling, branding and sale, shall comply with all applicable United States and Canadian federal, national, state, provincial and local laws, regulations, standards and orders, including without limitation all United States and Canadian federal, national, state, provincial and local pure food laws, the Fair Labor Standards Act of 1938, the Occupational Safety and Health Act of 1970, the Federal Food, Drug, and Cosmetic Act, the FDA Food Safety Modernization Act, the Bioterrorism Preparedness and Response Act of 2002, the Federal Insecticide, Fungicide, and Rodenticide Act, the Fair Packaging and Labeling Act, the Poison Prevention Packaging Act of 1970, the Poultry Products Inspection Act, the Federal Meat Inspection Act, all acts and regulations enforced by the United States Department of Agriculture or the Federal Food and Drug Administration, all Good Manufacturing Practices promulgated by the Federal Food and Drug Administration, and all applicable provisions of so-called Extended Producer Responsibility laws and regulations (such as, for example, California's Plastic Pollution Prevention and Packaging Producer Responsibility Act, Colorado's Producer Responsibility Program For Statewide Recycling Act, etc.).

(e) The Products shall not contain chemicals or substances deemed by any United States or Canadian federal, national, state, provincial or local law to be toxic, hazardous to health, or to cause cancer, birth defects, or other reproductive harm. Further, neither the Products nor any materials accompanying the Products shall contain any PFAS. For purposes of the above, "**PFAS**" means any fluorinated organic chemicals containing at least one fully fluorinated carbon atom.

(f) Supplier guarantees that the Products are not adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, and are not Products which may not, under the provisions of section 404, 505, or 512 of the Act, be introduced into interstate commerce. This guaranty shall be a continuing guaranty and shall be binding upon Supplier with respect to all Products shipped or delivered by Supplier, including without limitation articles in transit.

(g) Supplier has and follows, and will continue to have and follow, adequate quality and security procedures that will assure that the Products will comply with the foregoing warranties, representations, agreements and guarantees.

(h) The prices of the Products and any discounts, advertising allowances or other merchandising payments provided to Buyer under the Contract are as favorable to Buyer as the lowest prices and the highest discounts, advertising allowances or other merchandising payments that Supplier provides to other buyers of comparable Products.

(i) Supplier shall promptly furnish to Buyer all information and copies of documents (including without limitation complaints, inquiries, test or inspection results and warnings) that Supplier receives from an end-user (e.g., consumers) of the Products, a government agency, an employee or agent of Supplier or any other person or source and that suggests or indicates that the Products may not conform to the requirements of this paragraph.

Supplier agrees that it is responsible for all costs and expenses incurred in connection with complying with the above representations and warranties, including without limitation all costs and expenses incurred in connection with complying with laws and regulations such as the Extended Producer Responsibility laws and regulations.

Supplier agrees that all shipments/deliveries of Products shall be accompanied by either a Certificate of Analysis (COA) or a Certificate of Compliance (COC) in a form acceptable to Buyer. Any shipments/deliveries of Products without the required COA or COC may be rejected by Buyer, and all associated costs are the responsibility of Supplier.

Request's approval of a sample, drawing, specification or standard shall not relieve Supplier of any of its warranties. Supplier's warranties extend to future performance of the Products and survive inspection, tests, acceptance and payment and shall be considered to have been given not only to Buyer but also to Buyer's customers, any retailers and to end-users (e.g., consumers) of the Products.

7. Tests. If directed by Buyer or required by law, Supplier shall perform microbiological testing with respect to each shipment of the Products to determine whether the Products conform to the standards and specifications utilized by Buyer, the United States Department of Agriculture, the United States Food and Drug Administration and/or any United States or Canadian federal, national, state, provincial or local office or agency. Upon request, Supplier shall furnish to Buyer, before or upon delivery of the Products, a copy of the results of, and a Certificate of Analysis (COA) with respect to, each test.

8. Indemnity. Supplier shall defend, indemnify and hold Buyer, its Affiliates and its and their respective officers, directors, shareholders, members, managers, agents, representatives and employees (all of the above being referred to collectively as "**Indemnified Parties**") harmless from and against any claims, liabilities, losses, damages and expenses (including without limitation actual attorneys' fees, other out-of-pocket costs, internal allocated workforce costs and administrative costs) brought against or incurred by any of the Indemnified Parties arising out of or related to (a) any breach by Supplier of the Contract, including without limitation any breach by Supplier of the Purchase Order or these Terms of Purchase; (b) any actual or alleged defects in the Products; (c) any negligence, intentional misconduct or other fault of Supplier, its sub-suppliers or any other person or entity under the control of Supplier; (d) any claim that any of the Products infringes any patent, trademark, copyright or other intellectual property right; or (e) any death, injury or damage to any person or property alleged to have been caused in whole or in part by (i) the Products or Supplier's manufacture of the Products, or (ii) Supplier's employees or agents presence or work at Buyer's or its Affiliates' facilities.

9. Changes and Inspections. Buyer may at any time, by giving notice to Supplier, change the Purchase Order or the Contract as to (a) designs or drawings of or specifications for the Products; (b) place of delivery or performance; (c) method of packing or shipment; or (d) quantity of the Products. If this causes a change in Supplier's cost or time of performance, then an equitable adjustment shall be made in the price or time for delivery or performance, or both, but only if Supplier makes a written request for an adjustment within twenty (20) days after Buyer notifies Supplier of the change. Buyer's employees or agents may at any time enter Supplier's premises (x) to inspect and test the Products, Supplier's process of manufacturing of them and any materials, components or work-in-process that Supplier will use in their manufacture or to take any other actions related to Purchase Order or the Contract, and (y) to inspect and make copies of any books and records related to any of the foregoing or related in any way to the Products, the Purchase Order or the Contract. If Buyer's inspection of any of the Products inspected are nonconforming or defective, then Supplier shall reimburse Buyer for all costs and expenses (including without limitation internal allocated workforce costs and administrative costs) that Buyer incurs in inspecting all of the Products.

10. Termination.

(a) Either party may terminate the Purchase Order or the Contract, in whole or in part, if the other party materially breaches its obligations and fails to cure such material breach within thirty (30) days after receipt of written notice from the non-breaching party.

(b) Buyer may terminate the Purchase Order or the Contract, in whole or in part, at any time by giving Supplier a notice stating the extent and effective date of termination. When Supplier receives notice of termination under the preceding sentence, Supplier shall, unless otherwise directed by Buyer, stop work and acquisition of materials under the Contract and use its best efforts to mitigate all costs and expenses. Not later than thirty (30) days after the effective date of termination, Supplier shall submit to Buyer its claim, if any, for reasonable compensation for termination. Buyer shall have the right to audit and inspect Supplier's books, records and other documents relating to the termination claim. If the parties cannot agree within a reasonable time upon the amount of equitable compensation for the termination, then Buyer will pay to Supplier, without duplication, the amount of Supplier's losses as reasonably determined by Buyer, which losses shall not exceed the following: (i) the Contract price for conforming Products that Supplier shall have completed and delivered or performed (as applicable) in accordance with the provisions of the Contract; plus (ii) the reasonable and documented costs that Supplier incurred that are properly allocable to the terminated portion of the Contract, but not to exceed the Contract price for the terminated portion of the Contract; minus (iii) the value to Supplier of any raw materials, work-in-process and finished Products that Supplier retains and that are allocable to the terminated portion of the Contract.

(c) Buyer's rights and remedies under the Contract (including these Terms of Purchase) and applicable law shall survive notwithstanding any expiration or termination, in whole or in part, of Purchase Order or the Contract.

11. Remedies.

(a) In the event that Supplier supplies nonconforming or defective Products to Buyer, or in the event that Buyer or one of Buyer's customers believes that Supplier may have supplied nonconforming or defective Products to Buyer, then all such Products (whether actually nonconforming or defective or believed to possibly be nonconforming or defective) shall be considered to be "**Deficient Products**". Without limiting other rights and remedies available to it, Buyer may, at its option, do one or more of the following with respect to Deficient Products:

- (i) return such Deficient Products to Supplier, at Supplier's risk and expense, and require Supplier either to give Buyer a full refund for any amounts paid or promptly replace the Deficient Products at Supplier's risk and expense;
- (ii) retain the Deficient Products and set off losses against any amount that Buyer owes Supplier;
- (iii) replace the Deficient Products and charge Supplier with the expense;
- (iv) dispose of the Deficient Products and charge Supplier with the expense; and/or
- (v) if the Deficient Products have been used or consumed in Buyer's production process (for example, in producing finished goods), then Buyer may recover from Supplier the following additional costs and damages:
 - 1) Buyer's costs of production (including ingredients, raw materials, use of equipment, direct and indirect labor, overhead, plus profit for Buyer);
 - (2) Costs of scrapping any finished goods or work in process (WIP) that were produced using or including such Deficient Products; and/or
 - (3) Shipping costs, the costs of recalling or withdrawing any finished goods, costs related to payment or fulfillment of obligations owed to Buyer's customers or other third parties, administrative costs, and internal costs.

(b) In addition to Buyer's rights described in these Terms of Purchase, Buyer shall retain all of the other rights and remedies that the law gives to buyers, including without limitation the right to recover consequential, incidental, direct and indirect damages resulting from Deficient Products and/or Supplier's breach or other fault of Supplier. Buyer shall not lose any right just because it does not exercise it. Buyer shall have the full statutory period of limitations to bring any action arising out of Buyer's agreement with Supplier. A reasonable time for Buyer to notify Supplier of any breach is not less than two (2) years from when Buyer discovers the breach.

(c) In the event that Supplier owes money to Buyer for any reason (including without limitation a recall or withdrawal of the Products or the finished goods incorporating the Products), then Supplier shall pay all amounts owing to Buyer within thirty (30) days after Buyer's invoice or other request for payment by Buyer. In the event that Supplier fails to make timely payment, then Buyer may, in addition to all of its other rights and remedies under the Contract (including these Terms) or applicable law, (i) assess interest on the past due amounts at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less; and (ii) recover from Supplier all other costs, expenses, damages and losses incurred by Buyer arising out of or related to Supplier's failure to make timely payment, including without limitation Buyer's actual attorney fees and costs. Supplier acknowledges and agrees that it is obligated to make full and timely payment to Buyer regardless of any insurance coverage available to Supplier (for example, Supplier is not entitled to an extension of time to make payment to Buyer because of delay by Supplier's insurance carrier).

(d) In the event that Buyer files a lawsuit, defends a lawsuit or takes other actions to enforce these Terms of Purchase, Supplier shall reimburse Buyer for all costs and expenses incurred by Buyer in doing so, including without limitation actual attorney fees and costs, and internal allocated workforce costs and administrative costs.

(e) SUPPLIER AGREES THAT UNDER NO CIRCUMSTANCES WILL BUYER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR OTHER SPECIAL DAMAGES ARISING OUT OF OR RELATED TO PURCHASE ORDER, THE CONTRACT OR THE PRODUCTS.

12. **Setoff.** All amounts payable to Supplier are subject to Buyer's claims and defenses. Buyer may set off and deduct all existing and future amounts owed or to be owed by Supplier or its Affiliates to Buyer against any existing or future amounts payable by Buyer to Supplier or its Affiliates. Buyer's rights shall apply whether or not Supplier or any of its Affiliates has assigned to another party ("**Assignee**") any rights to receive amounts owing or to be owing from Buyer. All such rights of an Assignee are subject to all of the terms of the Contract and to all claims and defenses that Buyer at any time has against Supplier or the respective Affiliate, whether arising under the Contract or otherwise. Additionally, if Buyer or any of its Affiliates believes in good faith that it is at risk, Buyer or any of its Affiliates may withhold and set off a corresponding amount due or to be due Supplier or any of its Affiliates to protect against such risk.

13. **Buyer's Property.** Any designs, drawings, specifications, methods of manufacture, intellectual property, documents and other information and any tooling, equipment or other property that Buyer furnishes to, or acquires from, Supplier in connection with Supplier's manufacture of the Products ("**Buyer Property**") are and shall at all times be Buyer's sole and exclusive property. Supplier shall (a) maintain the Buyer Property in good condition, (b) mark the Buyer Property "**PROPERTY OF REQUEST FOODS, INC.**", (c) not commingle the Buyer Property with property of Supplier or third parties, (d) allow Buyer to inspect and examine the Buyer Property at any time, and (e) return the Buyer Property to Buyer upon its request.

14. **Insurance.** During the term of the Contract and continuing for three (3) years thereafter, (a) Supplier shall maintain insurance coverage that will fully protect both Supplier and Buyer from any and all claims and liabilities of any kind or nature for property damage, bodily injury, death and economic damage, to any person, that arises from the Products or

their use; and (b) Supplier shall maintain employer's liability and workers compensation insurance that will protect Buyer from any and all claims and liabilities that Supplier or any employee or agent of Supplier for bodily injury or disease in connection with their employment. The insurance required under this paragraph shall include without limitation the following:

Commercial General Liability Insurance: Including Bodily Injury and Property Damage Liability, Independent Contractors Liability, Contractual Liability, Product Liability and Completed Operations Liability in an amount not less than \$4,000,000 combined single limit, per occurrence, and in the aggregate. To the extent such coverage applies to Buyer as additional insured, as provided below, such insurance shall be primary over and non-contributory with any insurance maintained by Buyer.

Umbrella or Excess Liability Coverage: Not less than \$10,000,000 per occurrence and in the aggregate.

Product Recall Expense Coverage: Supplier shall maintain insurance coverage in an amount not less than \$5,000,000 per incident and in the aggregate that will fully protect both Supplier and Buyer from any and all costs and expenses arising from a recall or product withdrawal, whether required by a government entity or not, due to any Deficient Product or any finished goods incorporating a Deficient Product.

Workers' Compensation/Employers Liability Insurance: Statutory limits for Workers' Compensation and not less than \$500,000 per accident or occupational disease in employers liability coverage.

Coverages and limits required hereunder are to be considered minimum requirements and in no way limit the indemnification liability of Supplier, its affiliates or any of its or their respective employees. Buyer shall be named as an additional insured on the Commercial General Liability and Umbrella/Excess Liability policies referenced above, and Supplier shall require each insurer to give Buyer at least thirty (30) days prior written notice of cancellation of each such policy. Upon Buyer's request at any time, Supplier shall furnish to Buyer certificates evidencing required insurance.

15. Work at Buyer's Facilities. If Supplier's obligations involve operations by its employees or subcontractors at Buyer's or its Affiliates' facilities, then Supplier shall (a) enforce strict discipline and maintain good order among all persons engaged in the activity at such facilities; (b) cause them to comply with all safety rules and protocols at the facilities as well as all applicable laws and regulations; and (c) not disrupt or interfere with Buyer's or its Affiliates' operations.

16. Confidentiality and Non-Use. Supplier shall maintain the confidentiality of, and shall not disclose or use or permit to be disclosed or used or to be viewed by any third party (including without limitation any of Supplier's suppliers), the Products, any designs of or specifications or recipes for the Products or any finished goods incorporating or using the Products, any Buyer Property or any information concerning Buyer's business, operations or activities, including without limitation information concerning Buyer's present or proposed products, product developments, plans, strategies, finances, know-how, sales, customers and marketing or sales techniques ("**Confidential Information**"), except that Supplier may disclose Confidential Information to a third party (other than a competitor of Buyer or an Affiliate of a competitor) to the extent disclosure is necessary in order for Supplier to perform its obligations under the Contract.

17. Intellectual Property. All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, trademarks, trade names, trade dress, service marks, names, software and other works and matters that Supplier creates or develops in the course of Supplier's design or development of the Products for Buyer, including without limitation all proprietary rights in the foregoing ("**Intellectual Property**") shall be Buyer's sole property, and

Supplier assigns, and agrees to assign, to Buyer all right, title and interest that Supplier now has or in the future acquires in the Intellectual Property.

18. Recall and Withdrawal Procedure; Unsafe or Unfit Products.

(a) Supplier shall have a system in place, acceptable to Buyer and compliant with applicable laws and regulations, to enable Supplier to trace rapidly the entire history of a particular lot of Products, including without limitation manufacturing and shipping records and a full reconciliation of all Products manufactured, stored and shipped.

(b) If a governmental agency or court declares that any ingredient of, or any material included in, any Product (either by itself or as incorporated into finished goods) or packaging is, or if Buyer or any of its customers at any time believes that any such Product (either by itself or as incorporated into finished goods) or packaging may be, adulterated, misbranded, unsafe, unhealthy or unfit for the intended use of such Product or the related finished goods, then, without limiting other rights and remedies available to Buyer under these Terms of Purchase or applicable law, Buyer may do one or more of the following: (i) Buyer may terminate the Purchase Order or the Contract, without liability to Supplier, by giving written notice to Supplier, which shall be effective immediately or on any later date that the notice specifies; (ii) if Buyer does terminate, then Buyer's obligations under the Contract shall terminate immediately and Buyer shall have no obligation to pay Supplier damages or other compensation by reason of the termination; (iii) Buyer shall have the right to recall and withdraw any or all of the finished goods incorporating such Product from its customers, from retailers and end-users (e.g., consumers) and any others having possession of the finished goods incorporating such Product, and Supplier shall reimburse Buyer for all costs and expenses related to such recall or withdrawal (including without limitation costs and expenses assessed by customers, freight costs, replacement costs, fees or other charges assessed by customers or third parties, actual attorney fees, internal allocated workforce costs and administrative costs); and/or (iv) Buyer shall have the right to recover all other costs and expenses incurred in connection with such Product, including without limitation all costs involving in producing finished goods containing such Product and all costs of disposal of such Product and any finished goods incorporating such Product.

19. Transition. In the event that Buyer considers Supplier a current supplier but for whatever reason Supplier has rejected (or has indicated that it will reject) one or more of Buyer's purchase orders and/or Supplier and Buyer cannot agree upon the pricing or other terms for future orders, then Supplier agrees that it will, at Buyer's option, continue to supply Products at then-existing prices and terms until the later of (a) ninety (90) days after Buyer's written request for Supplier to continue supply; or (b) Buyer completing the process of contracting with a replacement supplier and Buyer having received acceptable production Products from such replacement supplier.

20. Remedies; Enforcement; Survival. All remedies provided to Buyer in these Terms of Purchase are cumulative and in addition to, and not in lieu of, any other remedies available to Buyer under these Terms of Purchase, the Contract or applicable law. The provisions in these Terms of Purchase which by their nature should remain in effect beyond expiration or termination of the Contract shall survive expiration or termination, including but not limited to the provisions in Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21 and 22.

21. Other Terms.

(a) Supplier is an independent contractor, and neither Supplier nor any of Supplier's employees or agents shall be considered agents or employees of Buyer. Supplier shall furnish, at Supplier's expense, all labor, materials, equipment, transportation, facilities and other items necessary to supply the Products. Supplier shall not have and waives any security interest in or lien (including any statutory or common law lien) upon any Buyer Property or the Products. Supplier may not

delegate or subcontract any of its obligations under Purchase Order or the Contract without Buyer's written consent. If at any time Buyer has reasonable grounds for insecurity as to Supplier's performance, then Supplier shall provide adequate assurance of due performance within five (5) days after Buyer demands the assurance, which shall be considered to be a reasonable time. Buyer's failure to exercise, or Buyer's waiver of, a right or remedy on one occasion is not a waiver of that right or remedy with respect to any future occasion.

(b) Supplier agrees to comply with all of Buyer's policies applicable to suppliers, including any existing or future Supplier Code of Conduct. Supplier acknowledges that Buyer values doing business with suppliers that embrace and demonstrate high standards of ethical business behavior and that share Buyer's commitment to protecting the quality of the environment around the world through sound environmental management.

22. Applicable Law; Complete Agreement. The Purchase Order and the Contract shall be governed by, and interpreted according to, Michigan law, without regard to conflicts of laws principles. Any action based upon or arising out of the Purchase Order or the Contract shall be brought exclusively in any state or federal court in Kent County or Ottawa County, Michigan, and Supplier irrevocably consents that the court shall have exclusive personal jurisdiction and venue over Supplier and waives any objection that the court is an inconvenient forum. Buyer may amend these Terms of Purchase from time to time, and these Terms of Purchase supersede any previous version of Buyer's Terms of Purchase. The Purchase Order, these Terms of Purchase and any other terms agreed upon by Supplier and Buyer in writing constitute the Contract and the complete agreement of Buyer and Supplier. No clickwrap or other electronic agreements to Supplier's terms by Buyer, including without limitation agreements purportedly made through use of any electronic portal of Supplier, shall be valid or binding on Buyer. Any agreement by Buyer to modify or alter these Terms of Purchase must be in a writing signed by Buyer's Chief Financial Officer, President or Chief Executive Officer.

(End of Terms of Purchase)