

**TERMS AND CONDITIONS**  
**MAPLE MOLD TECHNOLOGIES**

**1. Acceptance.** No terms and conditions other than the terms and conditions contained herein (the "Agreement") shall be binding upon Maple Mold Technologies ("Maple") unless accepted by it in a writing signed by Maple. All terms and conditions contained in any other oral or written communication which are different from or in addition to the terms and conditions herein are hereby rejected and this document is the complete and exclusive statement of the terms, save for purchase orders submitted by buyer ("Buyer") for the purchase of the items contemplated by this Agreement (the "Products") which are consistent with this document and which are accepted by Maple (a "PO").

**2. Shipment and Inspection.** Subject to any contrary terms contained in a PO which are accepted by Maple in writing, all Products are shipped FCA./FOB (Incoterms) Maple's facility and Buyer shall be responsible for arranging for and paying the carrier. Risk of loss and title shall pass to Buyer upon delivery to shipping carrier. The cost of any special packing or handling required by Buyer or the nature of the Products shall be borne by Buyer. Claims for damage, shortage or errors in shipping must be reported within five (5) days following delivery to Buyer. Buyer shall have thirty (30) days from the date Buyer receives any Products to: (i) inspect such Products and services for defects and nonconformance which are not due to damage, shortage, or errors in shipping, and (ii) notify Maple, in writing, of any defects, nonconformance, or rejection of such Products. Buyer hereby agrees that such period is a reasonable amount of time for such inspection. After such thirty (30) day period, Buyer shall be deemed to have accepted the Products, if not previously accepted. Buyer agrees that Maple may overship Products in any delivery in an amount not to exceed ten percent (10%) of the total order quantity without penalty and with the right to bill for the entirety of such order. Absent gross negligence or willful misconduct on the part of Maple, expedited freight will not be the responsibility of Maple.

**3. Force Majeure.** Neither party shall be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its reasonable control, including but not limited to acts of God, civil disorders, acts of any civil or military authority, stay at home orders, pandemics, epidemics, judicial action, terrorist acts, natural disasters, shortage or allocation of raw materials, power failures, freight embargoes or unavailability, strikes and other labor problems or shortages, and shipping and logistic disruptions and shortages.

**4. Molds, Dies, Tools, and Other Equipment.** Molds, tools, dies, and other equipment (collectively, the "Molds") furnished to Maple by Buyer shall be at Buyer's risk and expense. Changes in Molds made necessary by changes in specifications already accepted by Maple shall be at Buyer's expense and Buyer shall assume all risk, including any required adjustments in the price of the Products necessitated by the changes in the specifications. Other than transfer tooling, and so long as the Molds are not inactive for twelve (12) consecutive months, Maple agrees to maintain (via normal preventative maintenance) all Molds in operation during their normal productive life, with such normal productive life solely determined by Maple or as set forth in writing in Maple's tooling quotations. Maple shall in no way be liable for the continued existence or availability of any such Molds after expiration of such period. Maple makes no warranty as to productive life of, nor shall it be responsible for maintenance of transfer tooling. If Maple recommends repairs to Molds used to manufacture the Products and Buyer refuses to pay the cost of such repairs, or if Maple recommends replacement of a Mold that has exceeded its productive life and Buyer refuses to replace the Mold at Buyer's cost, then any further Products made from such Molds shall be provided "AS IS", without warranty. Buyer shall pay any unpaid costs of any Molds furnished by Maple upon Buyer's demand for delivery thereof. A removal fee may be charged upon removal of any tool by Buyer. Maple shall also have a lien upon and a security interest in any of Buyer's Molds or property in the possession of Maple to secure all unpaid balances due and owing from Buyer to Maple. If Buyer fails to remove any Molds or other property from Maple's facility within a reasonable period (but in no event longer than 30 days) after notice from Maple, Maple shall be entitled to assess a reasonable storage fee and/or dispose of or return such Molds or property to Buyer at Buyer's sole expense. If Maple has purchased any equipment or unique raw materials or components to service Buyer, and has not recouped its cost for such items because of the termination of the parties' relationship or otherwise, then Maple may invoice Buyer for such equipment,

materials, or components at its cost and subject to the further payment terms set forth herein, including Maple's molder lien rights.

**5. Mold Storage/Removal.** Maple shall store Molds in its possession at its facilities and shall insure the Molds against any loss or damage while such Molds are in Maple's possession and so long as such Molds are not inactive for 12 consecutive months. Maple shall only be responsible for any damage to the Molds caused by Maple's gross negligence or willful misconduct. Before removal of Molds from Maple, costs incurred by Maple for Mold maintenance and repair not otherwise recovered by Maple, shall be paid by Buyer to Maple along with all other costs and amounts due from Buyer to Maple for the Products, raw materials, and packaging used therewith, and other related items. Mold or maintenance charges may be waived at Maple's discretion. Buyer acknowledges Maple's right to a molder's lien with respect to all amounts due Maple, as provided by applicable law. Maple reserves the right to invoice Buyer for all costs and expenses incurred by Maple (including labor costs) in the maintenance and repair of any of Buyer's Molds upon termination of the supply relationship between the parties.

**6. Payment.** Terms are net thirty (30) days unless otherwise noted in writing by Maple. Terms are upon receipt for all Invoices. Maple reserves the right at any time to suspend, limit or otherwise modify the terms of such credit whenever, in Maple's opinion, Buyer's financial condition so warrants (including requiring Buyer to make cash payment or provide other security prior to or upon tender by Maple of delivery of Products). A monthly charge of one and one-half percent (1.5%) on all sums outstanding will be added to each past due amount and Maple shall be entitled to all costs of collection (including reasonable attorneys' fees). Unless otherwise agreed to in writing by Maple, all prices quoted are exclusive of transportation and insurance costs, duties, tariffs, and all taxes including, but not limited to, federal, state, provincial and local sales, excise value added goods and services taxes and any other taxes. Payment terms for Molds are per the payment terms set forth in Maple's quotation for such Molds.

**7. PO Modification/Cancellation.** Buyer shall have no right to change or modify any PO or otherwise cancel any PO without Maple's written consent and payment to Maple of all charges, expenses, and reasonable profits owed to or anticipated by Maple from the cancelled or modified PO. Any changes or modifications made by Buyer to POs are subject to adjustments to price and/or delivery schedule, at Maple's discretion.

**8. Limited Warranty.** The exclusive and limited warranty provided by Maple hereunder is that the Products will conform to those specifications provided by Buyer and accepted in writing by Maple for a period of six (6) months after delivery (the "Warranty"), provided, however, that the Warranty does not extend to any ordinary wear and tear the Products may experience, nor any damage or change to the Products caused by Buyer's or Buyer's customer's modification or augmentation of the Products or where Buyer's or Buyer's customer's integration of the Products into other components causes or contributes to any defect in the Products. The Warranty also only applies to the extent that any nonconforming Products have been properly handled, stored, used, installed and/or maintained by Buyer or Buyer's customers. **OTHER THAN THE WARRANTY, MAPLE MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS, AND THE BUYER AND MAPLE HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.** Any Products made from Molds that have exceeded their productive life, as solely determined by Maple, are provided "AS IS". Maple recommends that Buyer independently test the Products to determine suitability, durability, and performance for the intended use and of any materials used in the manufacture of the Products (and Buyer is not relying upon Maple to determine suitability, durability, or performance). If any model or sample was shown to Buyer by Maple, such model or sample was used merely to illustrate the general type and quality of the Products and not to represent that the Products would necessarily conform to the model or sample. If upon Buyer's request Maple assists in submitting suggestions concerning design, construction, or composition of molded parts, Maple shall not be liable for any

suggestions adopted by Buyer in whole or in part nor shall any such assistance or suggestion be deemed to modify or supplement the Warranty.

**9 Warranty Service:** Any claims for breach of Warranty shall be made by notifying Maple's Quality Department in writing and obtaining a Return Material Authorization ("RMA") number for return of the Products (which is to be referenced in all return shipping documents). The warranty service shall be performed at Maple's facility. To receive the warranty service, Buyer must, at its cost, return the defective part within thirty (30) days of notification from Buyer hereunder. All warranty claims will be handled pursuant to Maple's RMA procedures. If Maple determines that the original Products were not defective, Buyer shall reimburse Maple all costs of handling, transportation, and rework at Maple's prevailing rates. All defective parts returned under the Warranty which are replaced or for which a refund is given to Buyer shall become Maple's property.

**10. Limitation of Liability.** In the event that it is determined by Maple that the Warranty has been breached, the liability of Maple and the exclusive remedies available to Buyer will be limited to the rework or replacement of the Product by Maple or the return of the purchase price of such Product, as determined by Maple in its sole discretion. **SUBJECT TO THE FOREGOING LIMITATIONS, MAPLE'S LIABILITY FOR ANY OTHER CLAIM RELATING TO THE PRODUCTS PROVIDED BY IT TO BUYER, WHETHER BASED ON BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE NET INCOME EARNED BY MAPLE FROM THE SALE OF THE PRODUCTS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE SALE OF THE PRODUCT GIVING RISE TO THE CLAIM. IN ADDITION, NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS SAVINGS, BUSINESS INTERRUPTION OR LOSS OF ANTICIPATED BENEFITS, ARISING OUT OF THIS AGREEMENT, PO, OR THE USE OR INABILITY TO USE THE SERVICES AND/OR PRODUCT(S), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** Buyer shall not be permitted to assess any form of chargeback/restocking or administrative fees in connection with the return or rejection of any Products for any reason.

**11. Indemnification.** Subject to the limitations on liability set forth in Section 10, the parties shall indemnify and hold each other and their respective affiliates, shareholders, members, directors, officers, employees, and agents ("Indemnified Parties") harmless from and against any loss, liability, damage, or expense, including reasonable attorneys' fees ("Losses"), such parties may incur as a result or, arising out of or by reason of any breach, misrepresentation, or nonfulfillment on the part of such party of this Agreement or PO. Buyer shall further hold the Maple Indemnified Parties harmless from and against Losses resulting from or relating to Buyer's or Buyer's customers' design, use, misuse, marketing, distribution, or sale of the Products, including all infringement or misappropriation (or claimed infringement or misappropriation) of patents, trademarks, or other intellectual property rights.

**12. Representations.** Buyer represents and warrants that: (a) the Products, their specifications, and their sale or use do not and will not infringe any intellectual property rights of any third party, including, but not limited to, any trade secret, trademark, copyright, or patent (except to the extent designed by Maple), and (b) the marketing, sale, distribution, and use of the Products by Buyer comply and will comply with applicable laws and regulations.

**13. Improvements and Developments.** Unless otherwise agreed to in writing by Maple, any and all Process Improvements shall be the exclusive property of Maple and Buyer agrees to perform all actions necessary or desirable to vest and confirm ownership of Process Improvements in Maple. "Process Improvements" shall mean any inventions, developments, enhancements, adaptations, advancements and other intellectual property, whether or not patented or patentable, derived from, associated with or relating to the manufacturing, molding, or production process, technique, or procedure used to make the Products which may be discovered, developed, invented or acquired by Maple, in whole or in part.

**14. Development Costs.** Buyer acknowledges that Maple expends and provides considerable time, resources, and expertise in connection with the intake and preparation of Products for production, including, but not limited to, molding process optimization, capital expenditures, engineering costs, and other development and

application of proprietary practices ("Development Costs"), and that Maple undertakes those efforts with the reasonable expectation that it will be retained to provide significant production of the Products. Should the supply relationship between Buyer and Maple embodied in these terms and conditions terminate prior to purchase of a total quantity of Products equal to the production volume indicated or forecasted in the original project information provided by Buyer, Maple shall be entitled to issue Buyer an invoice for the unrecovered portion of the Development Costs based upon the actual purchases of Products relative to this forecasted amount, as determined by Maple in its reasonably exercised sole discretion. Buyer further acknowledges that any amounts due in connection with Development Costs shall be subject to Maple molders' lien rights pursuant to applicable law.

**15. PPAP or FAI:** All costs associated with production part approval process ("PPAP") or first article inspection (FAI), including any annual revalidation thereof, shall be paid for by Buyer.

**16. Lead Time.** Delivery lead time will be communicated at the time of order confirmation. Lead times are dependent on part validation or approval (e.g. PPAP), machine availability, machine capacity, and material availability.

**17. Termination.** Maple and Buyer shall have the right to terminate this Agreement and any applicable PO upon or after the material breach of any provision of this Agreement by the other party if the breaching party has not cured such breach within the thirty (30)-day period following written notice of termination by the non-breaching party or, if cured, the breach repeats itself more than four (4) times in a calendar year. Maple shall have the right to terminate this Agreement and any applicable PO for any reason or no reason at all with ninety (90) days advance written notice to Buyer. Termination of this Agreement or any applicable PO shall not (a) affect any other rights of either party which may have accrued up to the date of such termination or expiration or (b) relieve Buyer of its obligation to pay to Maple sums due for Product ordered under POs, all inventory and work in process produced, all raw materials and packaging obtained held in inventory for, in transit to, or on order for the benefit of Buyer, and any and all Molds or components purchased for Buyer for which Maple has not been reimbursed. The obligations and rights of the parties under this section shall survive termination of this Agreement and any applicable PO.

**18. Product Pricing.** Prices quoted are based upon continuous production of the quantities specified and the price from small runs shall be subject to a reasonable increase in price. Prices quoted will be valid for a period of thirty (30) days. Prices are based on current material costs. Fluctuations in material costs and availability may affect and result in a change in price. No finishing operations of any type are included unless specifically stated. Packing is bulk packed only unless otherwise stated. Product pricing is quoted based on the variables identified below at time of quotation and is subject to change if any of the variables identified below change between issuance of Maple's quotation and receipt of Buyer's PO. Product pricing will also be reviewed at Maple's discretion, but no less than on a quarterly basis. Pricing during the term of the Agreement or PO is subject to change and adjustment upon written notice from Maple based on changes to the variables discussed herein, as follows:

- Resin and Purchased Component Price: Increase in the cost of resin or purchased components will result in an adjustment of the Product price. Substitution of an alternate resin due to obsolescence or availability may also trigger price adjustment, along with limits on applicable warranties.
- Production Scrap: Scrap over the initial estimate may be assessed on future orders by an increase in part price. Examples include mold-caused defects where the Buyer does not wish to pay for the repairs necessary to repair the Mold. In such a circumstance, Maple will continue to run in a higher scrap condition yet adjust the part price accordingly.
- Cycle Time and Mold Cavitation: Cycle times that deviate by more than 25% from the estimate will result in an equitable adjustment to the Product price. Similarly, if the number of Mold cavities change from those quoted, the Produce price may be adjusted.
- Design or engineering changes: When such changes require modifications to form, fit, function, or handling, a requote of the price will result.
- Labor: Changes in the applicable minimum or prevailing wage will result in an equitable adjustment to the Product price.

**19. Taxes:** Prices do not include sales, use or duty taxes, now or hereafter enacted, applicable to the goods sold. All such taxes will be paid by the Buyer or it will provide Seller with a proper tax exemption certificate.

**20. Tolerances and Gauges.** Unless otherwise specified herein, tolerances are subject to commercial variations as set out in the *Standards & Practices of Plastics Molders: Guidelines for Molders and Their Customers*. If special gauges are required, Buyer will furnish them at its expense.

**21. Molded-In Inserts/Packaging.** Unless otherwise specified herein, inserts and packaging furnished by Buyer shall exceed by ten percent (10%) the number required to fill the order for Products. Inserts furnished by Buyer must conform to requirements and shall be subject to Maple's approval as respects suitability for the molding process. Maple shall not be liable for damages to Molds caused by inserts furnished by Buyer, nor shall Maple be liable for defects in Products caused by defective inserts or packaging furnished by Buyer.

**22. Confidentiality.** In addition to any confidentiality agreement signed by Buyer and Maple, which shall remain in full force and effect except for those terms inconsistent with this Agreement, Buyer will maintain the confidentiality of all information identified as such by Maple or which would generally be understood by a reasonable person to be confidential, based on the manner and circumstances in which it is disclosed. Buyer will not disclose any such confidential information to any third party or use such confidential information other than in support of this Agreement, the Products, or a PO.

**23. Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (regardless of the laws that might be applicable under principles of conflicts of laws) as to all matters, including, but not limited to, matters of validity, construction, effect, and performance. The parties hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of Michigan in Oakland County, and the federal courts for such jurisdiction, and waive any contention that any such court is an improper venue for enforceability of this Agreement. The prevailing party in any action seeking to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs. The failure of Maple to insist upon performance of any provision or to exercise any right or privilege granted to Maple in this Agreement shall not be construed as waiving such provision or privilege. The invalidity of any terms or provisions hereof shall not affect the validity of the remaining terms or provisions, and this Agreement shall be construed as if such invalid terms or provisions had been omitted. Buyer may not assign this Agreement or PO without the written consent of Maple. Other than the signatory for Maple to Maple's quotations, no agent, employee or representative of Maple has any authority to bind Maple to any affirmation, representation or warranty concerning Products or goods sold under any quotation, and any other affirmation, representation or warranty shall not in any way be enforceable by the Buyer.