

R.T. LONDON COMPANY
PURCHASE ORDER
GENERAL TERMS AND CONDITIONS OF PURCHASE

Each purchase order that R.T. London Company ("Buyer") issues is subject to these Terms of Purchase ("Terms"). In these Terms, "Goods" and "Services" refer to the Goods or Services described in the purchase order ("Order"), as attached, that are to be purchased by Buyer from the seller named in the Order ("Seller"), and "Contract" refers to any contract formed pursuant to the Order and the incorporated Terms.

1. **Agreement.** The Order is an offer to buy by Buyer, and Buyer rejects any prior offers to sell made by Seller. If the Order nevertheless is in legal effect an acceptance of a prior offer by Seller, then Buyer's acceptance is conditional upon Seller's assent to all terms of the Order and these Terms that are additional to or different from the terms of Seller's offer. By signing and returning a copy of the Order or by accepting the order electronically or by shipping the Goods or performing the Services, Seller accepts and agrees and assents to all of the terms contained in the Order and this Contract. Although Buyer may submit more than one Order to Buyer at the same time, or with the same delivery date, each Order is a separate transaction and the Orders shall not constitute an open account.
2. **Prices.** The prices set forth on the Order specified are firm and may not be changed without Buyer's written permission. Prices include all charges and fees for packing, freight, taxes, drayage, or storage unless otherwise set forth on the Order. Unless Buyer agrees otherwise in writing, 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 Goods or Services. Payment terms, including discount periods, shall run from the latest of (1) the scheduled date for delivery or performance or (2) the actual date of delivery of conforming Goods or performance of conforming Services. In the event that Seller reduces the invoice price of a particular product, Seller shall pay to Buyer (either in the form of a credit against future invoices or by cash payment, at Buyer's election) the difference between the price at which Buyer purchased any of such Goods in its inventory prior to the price change and the new price. Any discrepancies in Buyer's favor that are detected up to two years from the date of invoice shall, at Buyer's election, either be deducted from future invoices or promptly paid by Buyer to Seller. Seller shall be deemed to have waived any claim for payment if it does not invoice Buyer within sixty (60) days from the date the Goods are received by Buyer or completion of the Services performed. Unless stated otherwise on the Order, Buyer will pay all invoices Net 45 days from date of Seller's receipt of Buyer's invoice.
3. **Blanket Orders.** If the Order states that the Order is a blanket order, then, except to the extent otherwise expressly stated on the face of the Order, (1) Seller is obligated to deliver to or perform for Buyer all Goods or Services that Buyer orders or releases during the period or in accordance with any delivery or performance schedule specified on the Order, (2) Buyer is not obligated to order, release or purchase from Seller any particular quantity or volume of Goods or Services and (3) Buyer may purchase any or all of the Goods or Services indicated on the Order from others.
4. **Delivery.** Unless Buyer agrees otherwise in writing, Seller shall deliver the Goods F.O.B. destination. The Order number, the quantity, and Seller's part number must appear on all invoices, packing lists, and containers, and, if applicable, each shipment must be accompanied by a bill of lading. Buyer will have the right to inspect and test Goods after delivery and prior to authorizing payment, and the period for any applicable prompt payment discount starts upon completion of such inspection. Defects not discovered in initial inspection are not waived for any payment. All Goods shall be packaged in accordance with specifications provided by Buyer.
5. **Excess, Installment and Early Deliveries.** If Seller delivers more Goods than Buyer ordered, then, unless Buyer agrees otherwise in writing, Buyer shall not have to pay for the excess. Unless otherwise stated on the Order, Seller shall deliver all of the Goods in a single delivery and not in installments. Buyer's acceptance of a delivery that contains less than the required quantity shall not relieve Seller of its obligation to deliver the balance of the ordered Goods at the price and on the terms that the Order specifies. However, Seller shall be liable for all costs associated with the delivery of the balance of the Goods. If Seller delivers the Goods before the scheduled delivery date, then Buyer may, at Seller's expense and risk, either store them or return them to Seller. Seller agrees that five (5) percent of the invoiced price of the Goods is a reasonable storage fee. Buyer's acceptance of an early delivery shall not change the payment terms.
6. **Supply Disruption.** TIME IS OF THE ESSENCE, and Buyer's stated delivery or performance date and the date for performance of any other obligation of Seller shall not be extended or excused for any reason, including anything that Seller cannot control unless agreed to otherwise in writing. Seller shall immediately inform Buyer of any known or anticipated events that may prevent or delay Seller's ability to meet the delivery dates set forth in the Order. Such notice shall indicate how long any expected delays are to occur. If such delay is known or anticipated to be longer than five (5) days, Buyer shall have the right, in its sole discretion, to cancel the purchase order and purchase Goods or Services from third parties and Seller shall reimburse Buyer for (1) all deposits paid and (2) the difference in costs of procuring such Goods from third parties. Such notice does not excuse any failure of Seller to meet required delivery dates set forth in the Order.
7. **Representations, Warranties and Covenants.** Seller represents, warrants and covenants to Buyer, and Seller agrees, that (1) the Goods will conform to specifications provided by Seller and will be safe for use in conformance with such specifications, (2) the Goods and Services shall be merchantable, fit for the purposes for which Buyer intends them, free from all liens, encumbrances, and claims, (3) the Goods and Services, and Buyer's exploitations thereof, shall not infringe any patent, trademark, copyright, or other proprietary right, anywhere in the world, (4) the Goods and Services shall be manufactured, sold, distributed, delivered and/or performed, as applicable, in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, industry standards or other standards, labeling, transporting, licensing, approval or certification requirements in the United States, and Seller shall obtain and maintain all necessary permits, registrations, and licenses to accomplish same, (5) Services will be provided only by qualified or licensed personnel, (6) the Goods and Services shall conform to any samples, drawings, specifications, performance criteria standards or other requirements that are referred to on the face of the Order or that Buyer has otherwise specified or agreed to in writing, (7) the prices of the Goods or Services and any discounts, advertising allowances or other merchandising payments or Services that the Contract requires Seller to provide to Buyer are as favorable to Buyer as the lowest prices and the highest discounts, advertising allowances or other

merchandising payments or Services that Seller provides to other buyers of comparable Goods or Services, (8) the Goods and Services shall be safe and free from defects in material and workmanship, and (9) Seller has and follows, and will continue to have and follow, adequate quality and security procedures that will assure that the Goods and Services will comply with the foregoing warranties, representations and agreements. If Buyer requests it, Seller shall give Buyer certificates of compliance with applicable laws and regulations in a form acceptable to Buyer. Buyer's approval of a sample, drawing, specification or standard shall not relieve Seller of any of its warranties under this paragraph, including, without limitation, its warranties of merchantability, fitness and compliance with laws. Seller additionally represents, warrants and covenants that all Goods supplied and/or Services performed hereunder will be manufactured, transported, delivered, and performed in compliance with all applicable federal, state, and local statutes, ordinances, and regulations, as amended from time to time, including without limitation, the Fair Labor Standards Act, the Occupational Safety and Health Act, MSDS Sheets, the Vietnam Era Veterans Readjustment Act and the Rehabilitation Act of 1973. In addition, Seller agrees not to discriminate against any employee or applicant for employment based upon race, color, religion, age, or national origin and to comply with the requirements of Executive Order 11246 and applicable regulations. Seller's warranties extend to future performance of the Goods and Services. Seller agrees to notify Buyer immediately upon discovery of any known or suspected deficiency in the Goods or Services. These warranties may not be limited or disclaimed.

8. **Prepayment.** If Buyer pays any part of the purchase price of the Goods before Seller ships them to Buyer, then (1) title (but not risk of loss) to each item of the Goods shall pass to Buyer upon identification of the item to the Contract, (2) to the extent necessary to protect Buyer's title to the Goods, Seller grants Buyer a security interest in the Goods to secure Seller's obligation to deliver them to Buyer and all of Seller's other present and future obligations to Buyer and (3) upon request, Seller shall obtain from each person that holds a security interest in or lien upon the Goods a written agreement releasing that security interest or lien or subordinating it to Buyer's interest in the Goods.
9. **Cancellation.** Buyer may suspend the performance of or terminate the Order or the Contract, in whole or in part, at any time by written notice to Seller stating the extent and effective date of suspension or termination. When Seller receives notice of termination it shall, unless otherwise directed by Buyer, stop work and acquisition of materials under the Contract and protect property in Seller's possession in which Buyer has or may acquire an interest. Within thirty (30) days of termination, Buyer will pay to Seller, without duplication, (1) the Contract price for conforming Goods or Services that Seller shall have completed in accordance with the provisions of the Contract and that Buyer shall not have paid for and (2) the actual costs that Seller incurs and that are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of the Contract, but not to exceed the Contract price for the terminated portion of the Contract, less any payments that Buyer made. Buyer will pay these amounts after Seller delivers to Buyer any completed goods. If Buyer shall have made payments of the purchase price to Seller that in the aggregate exceed the total amounts payable by Buyer to Seller under the preceding provisions, then Seller shall promptly refund the excess to Buyer. Termination under this paragraph shall terminate only Seller's obligation and right to deliver Goods or provide Services under any provision of the Contract other than this paragraph and shall not terminate or impair Seller's other obligations, or any of Buyer's rights, under the Contract. Notwithstanding the foregoing, Buyer shall not be liable for any suspension or termination resulting from strike, lockout, riot, war, insurrection, fire, flood, act of God, or other cause beyond Buyer's control.
10. **Buyer's Rights.** Without limiting other rights and remedies available to it, Buyer may, at its option, (1) return nonconforming Goods (including, but not limited to, unordered, excess, late or substitute goods) to Seller, at Seller's risk and expense, and require Seller either to give Buyer full credit against the price or promptly to repair or replace the Goods at Seller's risk and expense, (2) notify Seller that it must pick up or arrange for the return of the nonconforming Goods, and if it fails to do so within 30 days from such notice, then Seller shall be deemed to have waived its ownership of and title to the Goods, which shall then vest in Buyer without charge and free and clear of any interest of Seller, (3) retain nonconforming Goods, set off losses against any amount that Buyer owes Seller, and assess a reasonable administrative and handling fee for any nonconforming Goods retained, or Buyer reserves the right to use rejected materials, as it believes advisable or necessary, to meet its contractual obligations to customers without waiving any right it may have against Seller. Buyers reserve the option to charge back to the Seller any costs incurred for sorting and/or reworking of these non-conformance Goods if they must be used to meet Seller's customers' requirements, or (4) repair or replace nonconforming Goods and charge Seller with the expense. If at any time (a) Seller defaults in the performance of any of Seller's obligations to Buyer under the Contract or under any other agreement between Seller and Buyer, (b) Seller repudiates the Contract or (c) any warranty or representation that Seller made to Buyer in or in connection with the Contract is false or misleading, then Buyer may immediately terminate the Contract, in whole or part, without liability to Buyer, and Seller shall promptly pay to Buyer all damages that Buyer incurred as a result of the termination and as a result of the event or circumstance on the basis of which Buyer terminated. Buyer's termination under this paragraph shall terminate only Seller's obligation and right to deliver Goods or provide Services other than as this paragraph requires and shall not terminate or impair Seller's other obligations, or any of Buyer's rights, under the Contract. In addition to Buyer's rights described in these Terms, Buyer has all of the other rights and remedies that the law gives to buyers, including the right to recover incidental and consequential damages that result from Seller's breach. Such damages shall include, but are not limited to, the actual costs that Buyer incurs relating to the handling and shipping Goods that are returned to Seller. 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 that arises out of Buyer's agreement with Seller. A reasonable time for Buyer to notify Seller of any breach is not less than two (2) years from when Buyer discovers the breach.
11. **Changes.** Buyer may at any time, by written notice to Seller, change the Order or the Contract as to (1) designs or drawings of or specifications for the Goods or Services, (2) time or place of delivery or performance, (3) method of packing or shipment or (4) quantity of the Goods or extent of the Services. If this causes a change in Seller's cost or time of performance, then an equitable adjustment shall be made in the price or time for delivery or performance, or both, if Seller gives Buyer a written request for an adjustment within twenty (20) days after Buyer notifies Seller of the change. If no notice is given within 20 days, Seller shall be deemed to accept the changes at no increase in price.
12. **Tooling.** Seller will properly maintain all dies, tools, fixtures, gauges, and patterns required to produce the Goods, which are the subject of this Contract. Seller shall promptly notify Buyer of any damage to any such items, which could create shortages. All drawings, specifications, dies, tools, fixtures, gauges, and patterns paid for or charged to Buyer will be Buyer's Property in addition to the Buyer's Property set forth in Section 15. Seller will not use such items for third party production without the Buyer's prior written consent. Seller will promptly deliver such items to Buyer on demand, in good condition, ordinary wear and tear expected.

13. **Indemnification.** Seller shall indemnify and hold Buyer and its directors, officers and employees (“representatives”) harmless (and defend Buyer and its representatives if it requests) as to any claims, liabilities, losses, damages and expenses (including, without limitation, attorneys’ fees and other legal expenses) brought against or incurred by Buyer or its representatives because of (1) any breach by Seller of any of this Contract or Terms, (2) any breach by Seller of its warranties to, or agreements with, Buyer, (3) the purchase, shipment, storage, delivery, sale or other handing of the Goods, (4) any claim that any of the Goods or Services infringes any patent, trademark, copyright or other intellectual property right, anywhere in the world or (5) any death, injury or damage to any person or property alleged to have been caused by the Goods or Services or by Seller’s manufacture of the Goods or performance of the Services. Nothing shall limit Seller’s responsibility to indemnify Buyer and its representatives.
14. **Subcontracting.** Seller may not subcontract its performance of this Contract or any Order, nor otherwise delegate its duties or assign its obligations hereunder, without prior written consent of Buyer, which may be withheld in Buyer’s sole discretion.
15. **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, Seller in connection with Seller’s manufacture of the Goods or performance of the Services (“Buyer’s Property”) are and shall at all times be Buyer’s sole and exclusive property. Seller shall (1) maintain the Buyer’s Property in good condition, (2) mark the Buyer’s Property “PROPERTY OF R.T. LONDON COMPANY”, (3) not commingle the Buyer’s Property with property of Seller or third parties, (4) allow Buyer to inspect and examine the Buyer’s Property at any time and (5) return the Buyer’s Property to Buyer upon its request.
16. **Insurance.** Seller shall maintain insurance coverage, including but not limited to (a) general liability; (b) product liability and product recall (to the extent Goods are being purchased under the Contract); and (c) professional liability (to the extent professional Services are being performed under the Contract), that will fully protect both Seller and Buyer from any and all claims and liabilities of any kind or nature for property damage, personal injury, death and economic damage, to any person, that arises from the Goods or their use or the performance of the Services or any activities connected with the Services. Seller shall maintain employee’s liability and compensation insurance that will protect Buyer from any and all claims and liabilities that Seller or any employee or agent of Seller makes under any applicable worker’s compensation or occupational disease acts. All insurance that this paragraph requires shall be in amounts and coverages, and shall be issued by insurers, that are satisfactory to Buyer; provided, however, that in any event Seller shall maintain a policy of commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence with an insurer having an A.M. Best rating of “A-” or better. Buyer and its affiliates shall be named as additional insureds and loss payees under such insurance, and the policies shall include a clause requiring 10 days’ advance written notice to Buyer prior to its termination, cancellation or expiration. Upon Buyer’s request, Seller shall furnish to Buyer certificates evidencing required insurance.
17. **Work on Premises.** If Seller’s performance of Services or delivery or installation of Goods involves operations by its employees or subcontractors on Buyer’s premises or the premises of a customer of Buyer, then (1) Seller shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all fire prevention and safety rules and regulations in force at the premises and (2) Seller shall keep the premises free from accumulation of waste materials and rubbish that its employees or subcontractors cause and upon completion shall promptly remove all of Seller’s equipment and surplus materials. Buyer, at any time, may request the removal of Seller’s employees or subcontractor from Buyer’s premises. Upon such request, Seller shall cause any employee or subcontractor to vacate the premises immediately.
18. **Independent Contractor.** Seller is an independent contractor, and nothing in this Contract is intended to create an employer/employee relationship or a joint venture relationship between the parties, and Seller shall furnish, at Seller’s expense, all labor, materials, equipment, transportation, facilities and other items that are necessary to perform the Services.
19. **Confidentiality and Non-Use.** Seller shall not sell or offer to sell or otherwise provide to anyone other than Buyer any Goods made in accordance with any drawings, designs or specifications that Buyer furnishes to Seller or that incorporate, embody or are made in accordance with any of Buyer’s intellectual property. Seller 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 any of Seller’s suppliers) or to use for itself for any purpose other than performing this Contract, any nonpublic or proprietary information regarding Buyer or its business, operations, plans, strategies, including the existence and terms of this Contract, the Goods, any designs of or specifications for the Goods, any Buyer’s 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 Seller may disclose Confidential Information to a third party (other than a competitor of Buyer or a subsidiary or affiliate of a competitor) to the extent disclosure is necessary in order for Seller to perform its obligations under the Contract. If Seller breaches or threatens to breach this paragraph or Paragraph 15 (Buyer’s Property), then Buyer’s remedies at law will be inadequate. Therefore, Buyer shall have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity, and Buyer’s rights and remedies shall be cumulative.
20. **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 Seller creates or develops in the course of Seller’s performance of the Services or Seller’s design or development of the Goods for Buyer, including all proprietary rights in the foregoing (“Intellectual Property”) shall be Buyer’s sole property, and Seller assigns, and agrees to assign, to Buyer all right, title and interest that Seller now has or in the future acquires in the Intellectual Property. All copyrightable works that Seller creates or develops in the course of Seller’s performance of the Services or Seller’s design or development of the Goods for Buyer shall be considered “works made for hire” within the meaning of the federal Copyright Act of 1976, as amended, and under the equivalent laws of any other country. To the extent that any copyrightable work is not considered a “work made for hire,” it shall be the sole property of Buyer, and Seller assigns, and agrees to assign, to Buyer all right, title and interest that Seller now has or in the future acquires in it and in all copyright rights in it. Seller shall sign and deliver to Buyer all assignments and other documents, and Seller shall take all other actions, that Buyer requests for the purpose of perfecting Buyer’s ownership of and title to the Intellectual Property and in any copyrightable work that is not considered a “work made for hire” and in all copyright rights in it. If the Goods or their design are subject to any

pre-existing patent rights or other proprietary rights that Seller holds, then Seller grants to Buyer an irrevocable, non-exclusive, royalty-free license of the patent rights and other proprietary rights to the extent necessary to enable Buyer to modify, repair or rebuild any or all of the Goods. This license is in addition to all licenses impliedly granted to Buyer as a purchaser of the Goods. Seller shall not use Buyer's name or any trademark, trade name, service mark or trade dress that Buyer owns or that is licensed to Buyer or to any affiliate of Buyer, without Buyer's express, written consent, and Seller shall not sell to anyone other than Buyer any Goods bearing any such trademark, trade name, service mark or trade dress.

21. **Governmental Declaration.** If any governmental agency declares that any Goods may be unfit or unsafe for the intended use(s) of the Goods, then, without limiting other rights and remedies that are available to Buyer under these Terms or applicable law, (1) Seller shall give Buyer written notice of the declaration and shall furnish to Buyer copies of the declaration and of all relevant notices, documents and correspondence, (2) Buyer may terminate the Order or the Contract, without liability to Buyer, by giving written notice to Seller, which shall be effective immediately or on any later date that the notice specifies, (3) if Buyer does terminate, then Buyer's obligations under the Contract shall terminate immediately and Buyer shall have no obligation to pay Seller damages or other compensation by reason of the termination, and (4) whether or not Buyer terminates and/or reinstates the Contract, Seller shall pay to Buyer an amount equal to all damages that Buyer incurs by reason of the declaration by the governmental agency and any delay in performance that it caused and/or any termination of the Contract by Buyer
22. **No Exclusivity.** Each party acknowledges that no representation, inducement or condition not set forth herein has been made or relied upon by either party, and that the Contract will in no way be construed or interpreted to be an exclusive arrangement between Buyer and Seller.
23. **Export.** Seller shall supply, upon request and without delay, all information and documentation deemed necessary by Buyer and/or customs authorities to comply with customs, export and import requirements of the country(s) of export and country(s) of importation of the goods. Seller shall be solely responsible for complying with U.S. Country(s) of Origin Marking requirements, established by U.S. law and U.S. Customs Service rulings, for goods to be imported into the United States. Seller shall be solely responsible for compliance of products with technical compliance and origin marking requirements of the applicable country(s) of importation. Seller hereby transfers to Buyer all transferable customs duty and import tax drawback or refund rights, if any, relating to the Goods (including rights developed by substitution and rights which may be acquired from Seller's suppliers). Seller shall inform Buyer of the existence of any such drawback or refund rights and, upon Buyer's request, shall supply Buyer with such documents and information as may be required to obtain such drawbacks or refunds.
24. **Other Terms.** Seller shall not have, and waives, any security interest in or lien (including any statutory or common law lien) upon any Buyer's Property or the Goods. Buyer may deduct, recoup and set off, any amounts that Buyer at any time owes to Seller under the Contract from and against any damages or other amounts that Seller then owes to Buyer, whether under the Contract or otherwise and whether or not Seller shall have assigned to another ("**Assignee**") its rights to receive amounts that Buyer is required to pay under the Contract. All such rights of an Assignee shall be subject to all of the terms of the Contract and to all claims and defenses that Buyer at any time has against Seller, whether arising under the Contract or otherwise. If Buyer provides Seller with a debit memo or vendor chargeback stating the amount of any setoff, Seller shall be deemed to have accepted the debit memo or vendor chargeback unless it provides a written objection (which shall include the grounds for such objection) to Buyer's accounts payable department within 90 days. If at any time Buyer has reasonable grounds for insecurity as to Seller's performance, then Seller shall provide adequate assurance of due performance within 10 days after Buyer demands the assurance, which shall be considered to be a reasonable time. Buyer shall continue to have all of its rights under the Contract even if it does not fully and promptly exercise them on all occasions. 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. Buyer may assign all or part of the Order to its affiliate without notice to, or the approval of, Seller.
25. **Applicable Law.** The Order and this Contract between Buyer and Seller shall be considered to have been made in the State of Michigan. This Contract and the formation and performance of this Contract shall be governed by and interpreted according to Michigan Law without regard to conflict of law principles and without regard to the United Nations Convention on Contracts for the International Sale of Goods. This Contract shall not be subject to or governed by the United Nations Convention for the International Sale of Goods. Any legal or equitable actions arising out of or relating to this Contract or any other contract between parties shall be brought only in the United States District Court for the Western District of Michigan, or in the district or circuit courts of Kent County, Michigan, and Seller irrevocably consents that any such court shall have personal jurisdiction over Seller and waives any objection that the court is an inconvenient forum.
26. **Survival.** Contract terms and rights under the Sections of these Terms and Conditions titled Representations and Warranties, Insurance, Confidentiality, Non-Use, Intellectual Property, Indemnification and Buyer's Rights will survive any termination or expiration of this Contract
27. **Entire Agreement.** This Contract contains the entire agreement of the parties with respect to its subject matter. Any additional, different, or inconsistent term or condition contained in any form of Purchase Order Acknowledgment acceptance, or confirmation used by the Seller in connection with the implementation of this will be of no force or effect whatsoever. This Purchase Order may be amended or modified only by a written instrument separately signed by Buyer and Seller.