

STANDARD TERMS AND CONDITIONS OF SALE

1. *Parties.* "Seller" means **W-L Molding of Michigan, LLC**, a Michigan corporation. "Buyer" means the entity or person submitting the purchase order to Seller.

2. *Application.* These Terms and Conditions of Sale define the relationship of Buyer and Seller and apply to all sales of parts, equipment, supplies, materials, or other personal property (individually and collectively, "Product") by Seller to Buyer. Buyer acknowledges and agrees that these Terms and Conditions of Sale are incorporated in, and are a part of, each quotation, purchase order, invoice, release, requisition, work order, shipping instruction, specification, and any other document, whether expressed verbally, in written form or electronic commerce, relating to the sale of Product by Seller to Buyer (these documents are collectively referred to as the "Agreement").

3. *Quotation Expiration and Cancellation of Orders.* Written quotations are valid for a period of 30 days unless otherwise noted by Seller. Seller will have the right to withdraw any quote that has not been accepted by Buyer within the 30-day time period. Every order for goods or services is a special order, which must be submitted in writing by Buyer and must contain complete specifications, drawings or other relevant information. Orders cannot be cancelled, and the goods described therein cannot be returned. Buyer expressly waives and renounces any unilateral right of cancellation which may be granted to it by law or otherwise. Seller may, with prior written consent, agree to cancellations in its sole discretion, subject to Seller's express requirements at the time.

4. *Pricing.* Prices for Product and other related information shown in any Seller or manufacturer product publication, including but not limited to catalogs, brochures, and websites, are subject to change without notice. Prices do not include related freight charges, use tax, sales tax, excise tax, value-added tax, or similar taxes, or charges of any nature whatsoever imposed by any governmental authority unless otherwise expressly noted by Seller.

5. *Material Weight.* Carrier weight at point of shipment shall govern in event of disagreement between you and us. The quantity delivered hereunder may vary by ten percent (10%) more or less from the quantity ordered. Buyer accepts such excess or diminution as fulfillment of the order and will be billed for the actual amount shipped.

6. *Custom Blend Materials.* Should material be prepared specifically for you and not of a grade or color customarily carried in stock by us you agree that delivery of 90% of the quantity specified in the order shall constitute fulfillment of the order. In the case of an over-run, we may deliver up to 10% more than the quantity ordered. In both situations, the total price charged by us shall be adjusted to reflect the actual pounds shipped to you.

7. *Taxes.* Prices quoted do not include (and Buyer shall pay) all taxes and fees of any kind that may be levied or imposed on either party by federal, state, municipal, or other governmental authorities in connection with the sale or delivery of the Product by Seller with the exception of Seller's income tax obligations arising out of the sale of the Product.

8. *Terms of Payment.* Unless otherwise specifically agreed in writing by Seller, the total price is due and payable to Seller, without setoff or other deductions or charges, net 30 days of Seller's invoice.

Any amounts due by Buyer to Seller that are unpaid on or after 30 days of Seller's invoice will bear interest at the rate of one and one half 1 1/2 percent per month or the maximum rate permitted by law, whichever is less. The accrual or payment of any interest as provided above will not constitute a waiver by Seller of any rights and remedies in connection with a default by Buyer. Buyer will pay all court costs, attorney fees, and other costs incurred by Seller in collecting past-due amounts or for any dispute or action arising from or related to this Agreement.

If shipment or delivery of Product is delayed by or at the request of Buyer, payment will remain due in full 30 days from the date of Seller's invoice. In such event, Seller may impose, and Buyer shall pay, storage charges and other incidental expenses incurred by Seller as a result of the delay in addition to any interest on late payments as described above.

9. *Security Interest.* As security for payment of all amounts due to Seller, Buyer grants to Seller a security interest in all Product sold by Seller to Buyer, and Seller will have all rights of a secured party under the Uniform Commercial Code with respect to the Product. Buyer appoints Seller as its attorney-in-fact with authority, at Seller's option, to take actions as Seller deems reasonable in the circumstance to perfect the above security interest in any one or more jurisdictions, and Buyer shall pay all applicable filing fees.

10. *Disclaimer of Warranties and Limitation of Remedies.* THE PRODUCT SOLD UNDER THIS AGREEMENT IS SOLD "AS IS" AND "WITH ALL FAULTS." SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE PRODUCT, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If Product is resold by Buyer, Buyer will include in its agreement for resale provisions that limit recoveries in accordance with the Agreement. In case of Buyer's failure to include in any agreement for resale the terms providing for such limitations, Buyer will indemnify and hold Seller harmless against any liability, loss, cost, damage, or expense (including reasonable attorney fees) arising out of or resulting from the failure.

IN NO EVENT WILL SELLER BE LIABLE OR RESPONSIBLE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE SALE OR USE OF DEFECTIVE PRODUCT.

BUYER ASSUMES FULL RESPONSIBILITY THAT THE PRODUCT PURCHASED UNDER THE AGREEMENT MEETS THE SPECIFICATIONS AND/OR INTENDED USE OF BUYER, AND SELLER MAKES NO REPRESENTATION WITH RESPECT TO THEM.

THE LIABILITY OF SELLER, IF ANY, AND ITS AGENTS AND EMPLOYEES, FOR ANY CLAIMS, COSTS, DAMAGES, LOSSES AND EXPENSES FOR WHICH THEY ARE OR MAY BE LEGALLY LIABLE, WHETHER ARISING IN NEGLIGENCE OR OTHER TORT, CONTRACT, OR OTHERWISE, SHALL BE LIMITED TO REPAIR, REPLACEMENT OR REFUND OF THE PURCHASE PRICE PAID FOR THE PRODUCT, AT SELLER'S SOLE DISCRETION.

11. *Delivery/Force Majeure.* Any delivery dates or other schedule of performance by Seller are approximations, and the sole obligation of Seller with respect to the schedule of delivery or performance will be to use commercially reasonable efforts to deliver the Product, or otherwise to perform, consistent with the reasonable demands of its business. In any event, Seller will have no liability to Buyer or any other person for delays in performance due to strikes or labor disputes of any type; accidents, fire, floods, acts of God, or actions by governmental authorities; acts, omissions, or delays of Buyer or any other third party; shortages of labor; or without limitation of the above, for any causes reasonably beyond the control of Seller.

12. *Title and Risk of Loss.* Title to and risk of loss or damage to the Product will pass to Buyer on delivery by Seller F.O.B. (a) Seller's facility, (b) Seller's supplier's facility when Product is shipped directly from the manufacturer, or (c) as otherwise specifically indicated in the Agreement.

13. *Inspection and Acceptance; Incomplete Orders.* Buyer will have seven (7) days from the date of delivery to inspect the Product for defects and nonconformance and to notify Seller, in writing, of any defects, nonconformance, or rejection of the Product (other than defects or nonconformities due to damage, shortage, or errors in shipping that will be reported as set forth below). Claims for shipping damage, errors, or shortages must be made in writing to Seller no more than fourteen (14) days after receipt of shipment. After this period, Buyer will be deemed to have irrevocably accepted the Product, if not previously accepted. After acceptance, Buyer will have no right to reject the Product for any reason or revoke acceptance. Claims for damage due to shipping must be made by Buyer to the freight carrier. Any portion of an order which is not filled and shipped as a result of a lack of inventory or for any other reason beyond the control of Seller, will nevertheless be retained as an order and delivered as soon as possible unless Seller notifies Buyer that the goods cannot be delivered at a later date; in such event, Seller shall not incur any liability to Buyer as a result of its failure to deliver.

14. *Return of Product.* All returns will be pursuant to Seller's instructions. Buyer must contact Seller for a Return Material Authorization (RMA) before returning any Product. All returns must reference the RMA number along with the original invoice number and the reason for return. Non-warranty returns of normal stock products that are unused and are in resalable condition will be subject to Seller's return policies in effect at the time, including applicable restocking and transportation charges and other conditions of return.

15. *Cancellation or Termination.* In the event of cancellation of the Agreement by Buyer, or in the event of default under the Agreement by Buyer that is not cured within 30 days after notice by Seller, Buyer will pay to Seller on demand all direct and indirect costs (including, without limitation, all applicable restocking or cancellation charges, including reimbursement for direct costs assessed by the manufacturer) incurred directly or indirectly by Seller in connection with the Agreement, all as reasonably determined by Seller, plus any profit to be negotiated with Buyer. In no event, however, will any amount payable by Buyer under the Agreement exceed the total price payable by Buyer for the Product.

16. *Changes.* Seller reserves the right from time to time to correct any typographical or clerical errors, including errors in mathematical computation, that may exist in the Agreement.

17. *Technical Support.* Unless otherwise specifically provided on the quotation or invoice, the Agreement does not include any services of Seller in connection with installation, testing, or evaluation of the Product. Seller will, however, consistent with its capabilities and subject to scheduling acceptable to Seller, make available to Buyer, at Buyer's expense, technical support services relating to the Product at the rates then imposed by Seller, together with any out-of-pocket expenses to Seller in connection with the technical support. The sole remedy of Buyer in connection with any acts or omissions of Seller in the provision of technical support will be the provision of further technical support to Buyer reasonably required to correct the act or omission.

18. *Modifications and Waiver—Entire Agreement.* Neither party has rights, warranties, or conditions expressed or implied, statutory or otherwise, other than those contained in the Agreement. The Agreement contains the entire agreement between Seller and Buyer and can be modified or rescinded only by a writing signed by both parties. No waiver of any provision of the Agreement will be binding unless in writing signed by an authorized representative of the party against whom the waiver is asserted, and unless expressly made generally applicable, will apply only to the specific case for which the waiver is given. Failure of either party to insist on strict performance of the Agreement will not be construed as a waiver of any term or condition of the Agreement.

Any document submitted by Buyer to Seller confirming its intention to purchase Product described in the Agreement (purchase orders or releases) will be deemed to constitute a confirmation and acceptance of the Agreement, even if the document states terms in addition to or different from those in the Agreement. All agreements between Seller and Buyer will be solely under the terms and conditions of the Agreement and these Terms and Conditions of Sale, and Seller objects to any and all additional or different terms contained in any document submitted to Seller by Buyer. Any execution by Seller of any other document submitted by Buyer in connection with the purchase of Product does not constitute acceptance of or agreement to any terms and conditions in addition to or different from those contained in the Agreement and these Terms and Conditions of Sale but will constitute only acknowledgment of receipt of the document. In addition, notwithstanding any terms contained in any documents submitted by Buyer in connection with the purchase of Product described under the Agreement, the acceptance of delivery by Buyer of Product described in the Agreement will constitute a course of conduct constituting Buyer's agreement to the terms and conditions of the Agreement and these Terms and Conditions of Sale, to the exclusion of any additional or different terms and conditions.

19. *Compliance with Laws.* Buyer will be responsible for compliance with any and all federal, state, or local laws or regulations respecting safety or respecting use of the Product and shall indemnify and hold Seller harmless from and against any and all claims of violations of laws or regulations or other claims of personal injury or property damage directly or indirectly related to the installation, maintenance, or operation of the Product.

20. *Export Control.* Product supplied by Seller may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all laws and regulations. Notwithstanding any other provision to the contrary, if federal, state, or local law requires export authorization for the export or re-export of any Product or associated technology, no delivery can be made until export authorization is obtained, regardless of any otherwise promised delivery date. If any required export authorization is denied, Seller and Seller's supplier will be relieved of any further obligation relative to the sale and delivery of the Product subject to denial without liability of any kind relative to Buyer or any other party. Seller will not comply with boycott-related requests except to the extent permitted by federal law and then only at Seller's discretion.

21. *Governing Law and Jurisdiction.* The Agreement will be governed by and construed in accordance with the laws of the State of Michigan. Each party hereto hereby irrevocably submits to the jurisdiction of the United States District Court for the Eastern District of Michigan and, if such court does not have jurisdiction, of the courts of the State of Michigan in Livingston County, for the purposes of any proceeding arising out of this Agreement, or the subject matter hereof or thereof, brought by any other party; provided that, Seller has the option to file collection actions where Buyer is located. Buyer waives its rights, if any, to a jury trial.

To the extent not prohibited by applicable law or court rule, each party hereby waives and agrees not to assert, by way of motion, as a defense or otherwise in any such proceeding, any claim (i) that it is not subject to the jurisdiction of the above-named courts, (ii) that the proceeding is brought in an inconvenient forum, (iii) that it is immune from any legal process with respect to itself or its property, (iv) that the venue of the proceeding is improper or (v) that this Agreement or the subject matter hereof or thereof may not be enforced in or by such courts.

22. *Further Assurances.* Buyer and Seller will each execute and deliver such further documents and instruments and do such acts and things as may in their mutual opinion be necessary or desirable to carry out the intent and meaning of this Agreement.

23. *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, or on the next business day when sent by overnight courier or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as shall be specified by like notice.

24. *Assignment and Delegation.* Buyer shall not assign, delegate or subcontract this Agreement or any of its respective rights or obligations hereunder without the prior written approval of Seller.

25. *Binding Agreement.* This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

26. *Arbitration.* In the event of a dispute between us regarding the interpretation or application of the terms in the invoice, or the relationship between our respective companies, you agree to submit the dispute to binding arbitration at a location within Oakland County Michigan. The rules promulgated by the American Arbitration Association pertaining to commercial arbitration shall govern the arbitration. The award of the arbitrators shall be binding upon you and us and shall be enforceable in the state of federal courts of Michigan. The arbitrators will be authorized to award costs and reasonable attorney's fees to the prevailing party as part of the arbitration award.

27. *Savings.* Any provision of this Agreement, which is held to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity, legality or enforceability of such provision in any other jurisdiction.



STANDARD TERMS OF PURCHASE

1. GENERAL:

- Any delivery or commencement of work by Seller hereunder shall constitute an acceptance of these W-L Molding of Michigan, LLC (WLM) Standard Terms of Purchase and of the General Standards for Suppliers contained in the WLM Supplier Manual.
- This order is final, complete and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parole evidence, seller's acknowledgments, a course of dealing, or in any other way except in writing signed by an authorized representative of Buyer. Any references in this order to Seller's proposal or quotation are only to describe the materials or work covered hereby and do not constitute an acceptance of any terms set forth therein, all such terms being expressly rejected by WLM ("Buyer").
- This order and the language herein set forth are to be governed by and interpreted according to Michigan law, including the Uniform Commercial Code, to the extent applicable. Seller agrees that all legal and equitable actions arising under or related to these Standard Terms of Purchase and to Seller's sale of products or provision of services to Buyer shall be brought in the district court for Troy, Michigan, the Oakland County Circuit Court, or the United States District Court for the Eastern District of Michigan; provided that, Buyer reserves the right to bring an action against Seller in the courts where Seller is located. In the event of a dispute or controversy arising from or related to Seller's sale of products or provision of services to Buyer, Seller agrees to pay Buyer's actual attorney fees and costs. Seller hereby waives right to trial by jury.

2. APPLICABILITY:

Except to the extent Buyer otherwise expressly agrees in writing, both these Standard Terms of Purchase and WLM Supplier Manual and General Standards for Suppliers are applicable to, and are an integral part of, every contract, quotation ("Quotation") or proposal ("Proposal") of Seller for the sale of material ("Material") or the furnishing of services ("Services") to Buyer. In particular, these Standard Terms of Purchase and WLM Supplier Manual and General Standards for Suppliers are applicable to and are an integral part of every Request for Quotation ("RFQ") of Buyer, every purchase order ("Purchase Order") from Buyer to Seller for Materials or Services, and every confirmation, acceptance or acknowledgment by Seller of Buyer's Purchase Order ("Seller's Order Confirmation"). Any and all terms, conditions or provisions specified by Seller (whether oral, typed, written or printed) that in any way seek to change, modify, amend, differ from or add to these Standard Terms of Purchase or General Standards of Suppliers, are expressly rejected, null and void and of no effect, even if: (i) Buyer does not expressly object to such terms, conditions or provisions; or (ii) such terms, conditions or provisions are specified subsequent to Buyer's Request for Quotation or Purchase Order.

3. DURATION OF QUOTATION OR PROPOSAL:

A written Quotation or Proposal of Seller, including the prices specified therein, will remain in effect for ninety (90) days from the date thereof, except to the extent the Quotation or Proposal otherwise expressly provides.

4. PERFORMANCE BY SELLER:

- Time is of the essence for this order, and it is essential that it be performed and filed on the specified date(s) and that the work progress in a timely fashion; Buyer requires 100% on-time delivery. Deliveries shall be made both in quantities and at times specified in schedules furnished by Buyer. Buyer reserves the right to change delivery schedules or direct temporary suspension of scheduled shipment(s). Seller shall immediately give written notice to Buyer setting forth the reason and extent of any anticipated delay in scheduled shipment(s).
- Seller warrants that all materials and purchased products used in part manufacture shall satisfy current governmental and safety constraints on restricted, toxic and hazardous materials, as well as environmental and electrical considerations. Seller shall meet and otherwise comply with, as appropriate, all standards and requirements of the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. Sect. 651 et seq., the Emergency Planning and Community Right to Know Act ("Right-to-Know Act"), 42 U.S.C. Sect. 11001 et seq., the Clean Air Act, 42 U.S.C. Sect. 7401 et seq., the Federal Water Pollution Control Act ("Clean Water Act"), 33 U.S.C. Sect. 1251 et seq., the Toxic Substance Control Act ("TSCA"), 15 U.S.C. Sect. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA"), 7 U.S.C. Sect. 136 et seq., the State Drinking Water Act, 49 U.S.C. Sect. 300F et seq., and any other applicable federal, state or local environmental, safety or health requirements, as well as the appropriate material and furnished work requirements regulated under the authority of the U.S. Food and Drug Administration, U.S. Department of Transportation and the U.S. Consumer Products Safety Commission, in addition, Seller warrants that material and work furnished hereunder shall also meet and otherwise comply with, as appropriate, all standards and requirements of the Fair Labor Standards Act of 1938, as amended; Title VII of the Civil Rights Act of 1964 as amended; Executive Order 11625 as amended; and the Motor Vehicle Safety Act, as amended. Seller agrees upon request to issue Buyer a certificate to such effect as Buyer may require. At Buyer's option, any part of the material or work not complying with the requirements hereof, expressed or implied, may be returned, at Seller's risk and expense including transportation both ways, for prompt correction of defects. Payment by Buyer shall not constitute acceptance or waive any rights of Buyer hereunder.
- This order is issued in reliance on Seller's personal performance and Seller may not assign this order or the partial payment of any sums due hereunder, nor may Seller subcontract any material part of the performance or work other than for standard commercial supplies.
- Seller agrees to exculpate, defend, indemnify and hold harmless the Buyer and its customers from and against all claims, liabilities, lawsuits, expenses (including attorney's fee and other defense costs) and penalties, including those based on Buyer's or its customer's negligence, which arise, directly or indirectly, out of any of the following: (i) alleged defects in material, workmanship or design of the material or work furnished hereunder; (ii) violations of the Occupational Safety and Health Act ("OSHA"), 29 U.S.C. Sect. 651 et seq. or any other applicable federal, state or local safety or health requirements, including any applicable requirements under the authority of the U.S. Food and Drug Administration, U.S. Department of Transportation or U.S. Consumer Products Safety Commission, arising out of the use or resale of material or work furnished hereunder; (iii) personal injuries or death of Seller or Seller's agents, employees or subcontractor's personnel and damage to or destruction of Seller's or its subcontractor's property arising out of the use or resale of materials or work furnished hereunder; (iv) the infringement by material or work furnished hereunder of any United States or foreign patent or trademark; and; (v) the breach by Seller of any of its obligations hereunder. Seller further agrees to exculpate, defend, indemnify and hold harmless the Buyer and its customers from and against all claims, liabilities, lawsuits, expenses (including attorney's fees and other defense costs) and penalties which arise, directly or indirectly, out of Seller's negligence as a result of alleged or actual violations of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Sect. 9601 et seq., the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sect. 9601 et seq., the Emergency Planning and Community Right to Know Act ("Right-to-Know Act"), 42 U.S.C. Sect. 11001 et seq., the Clean Air Act, 42 U.S.C. Sect. 7401 et seq., the Federal Water Pollution Control Act ("Clean Water Act"), 33 U.S.C. Sect. 1251 et seq., the Toxic Substance Control Act ("TSCA"), 15 U.S.C. Sect. 2601 et seq., the Federal Insecticide, Fungicide and Rodenticide ("FIFRA"), 7 U.S.C. Sect. 136 et seq., and the State Drinking Water Act, 42 U.S.C. Sect. 300F et seq.
- Seller agrees to comply with these Terms and Conditions of Purchase, WLM Standards (including ISO9001), WLM Supplier Manual and General Standards for Suppliers. If Seller breaches its contract(s) with WLM in any way, including but not limited to unauthorized price increases, quality issues, delivery or date issues, or if Seller breaches these Standard Terms of Purchase or the WLM Supplier Manual or General Standards for Suppliers, Buyer may set off or deduct the damages caused by the breach from any sums due to Seller. Buyer may also de-source Seller, or re-source and purchase the materials or services from other suppliers.

5. CERTAIN CHARGES OR EXPENSES NEGATED, RISK OF LOSS

- Unless Buyer otherwise expressly agrees in writing: (i) all Material shall be packed, marked and shipped in accordance with requirements of common carriers, as specified by the Interstate Commerce Commission; (ii) no charges for packaging, crating, demurrage, storage or containers shall be allowed; (iii) Seller shall pay and the price includes all applicable sales and similar type taxes which are not imposed by law on the Buyer; and (iv) any information or data disclosed or furnished to Buyer or Seller hereunder shall be deemed sold as part of the price hereof, nonproprietary and free of all restrictions whatsoever. Unless specifically instructed by Buyer, Seller shall select the most economical transportation mode available.
- Delay in receiving invoices or statements will be sufficient cause for withholding payment or final settlement, without loss of cash discount privileges.
- The risk of loss for conforming goods shall be on the Seller until the products are delivered to the destination(s) specified in this order, regardless of whether the Buyer or Seller is paying for the freight; provided, however, that the Buyer shall assume the risk of loss for products while being transported on Buyer's vehicles. The risk for nonconforming products shall be on the Seller at all times.

6. BUYER'S PROPERTY:

- Buyer retains title to all drawings, designs, specifications, technical data and materials, including tools, special dies and patterns furnished to Seller or specifically paid for by the Buyer for use with this order, and the same shall be the property of Buyer, shall be treated as Buyer's confidential information, shall be used by Seller only to complete this order and shall be returned to Buyer upon completion or termination of this order, or when no longer required, along with all copies of reproductions thereof. Copies or reproductions thereof shall be made only with Buyer's written consent and shall be segregated and clearly identified as property of the Buyer. Seller authorizes Buyer to sign and file a UCC-1 Financing Statement covering the foregoing described property of Buyer at Buyer's option. Buyer reserves the right at any time and for any reason to demand or come upon the premises of Seller to demand or to reclaim possession of the same.
- Seller assumes all risk and liability for loss or damage thereto, except for normal wear and agrees to permit inspection and supply detailed statements of inventory upon request of Buyer. Seller shall at all times cover said items with full fire and extended coverage insurance and, upon request, furnish to Buyer evidence of said coverage.

7. WARRANTIES:

- Seller represents and warrants that Seller has special skills relevant to the Services, Materials or other products supplied to Buyer and acknowledges that Buyer is relying on the skill and judgment of Seller to select and furnish suitable products or services. All written or oral statements of Seller as to functions, quality, suitability and use of the products or services are warranties of Seller. Seller represents and warrants that all products (including packaging) and services (including construction work) provided under this Purchase Order shall: (i) fully and strictly conform to specifications; (ii) be free of decals; (iii) be of good material and workmanship; and (iv) be merchantable and fit for the general and particular purposes for which they are required. If any product or service is non-conforming Seller shall, if Buyer requests, promptly and without charge repair or replace the product or provide replacement service. If any specification or instructions are insufficient or unclear, it shall be the duty of Seller to request clarification from Buyer, who shall reserve the right to determine products or service's conformity with the specifications. Seller will be held responsible for any charges incurred by the Buyer due to off standard, non-usable or defective product or services. This will include but is not limited to customer charges to the buyer, excess freight charges, administrative charges, line downtime charges, overtime charges, fines or penalties levied.
- Inspection: All material received shall be subject to Buyer's inspection and rejection. Defective material not in conformance with Buyer's specification will be held for Seller's risk and, if Seller so directs, will be returned to Seller at Seller's expense. No goods or Material returned as defective shall be replaced without a new order and schedule at the option of the Buyer. Payment for Material on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects. Buyer reserves the right to verify the quality of purchased products, services or related processes at Seller's premises, through its representative(s) at any reasonable time. Such verification shall not relieve Seller of its obligation to provide acceptable products, nor shall it preclude subsequent rejection by Buyer or its customer(s) for failure to meet Buyer's specifications.

8. NO IMPLIED WAIVER:

The failure of Buyer at any time to require performance by Seller of any provision of the General Terms and Conditions shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of a breach of any provision of these Standard Terms of Purchase constitute a waiver of any succeeding breach of the same or any other provision.

9. CHANGES:

Buyer may at any time make changes to the general scope of this order. Any claim by Seller for adjustment as a result of such changes must be asserted in writing and in full within thirty (30) days from the date of notification of the change or shall be waived. Nothing herein shall excuse Seller from proceeding with the order as changed. No extras shall be allowed except pursuant to written changes and this clause.

10. CANCELLATION:

- Buyer may at any time terminate this order, in whole or in part, by written notice, whereupon Seller shall terminate work pursuant to the terms of such notice. Seller shall promptly advise Buyer of the quantities of applicable work and material on hand or purchased prior to termination and the most favorable disposition that Seller can make thereof. Seller shall comply with Buyer's instructions regarding disposition of such work and material. All claims by Seller based on such termination must be asserted, in writing and in full, within sixty (60) days from the date of notification of the termination or shall be waived. Buyer shall pay Seller the Purchase Order price of finished work and the cost to Seller (excluding profit or losses) of work in process and raw material, less: (i) the agreed value of any items used or sold by Seller with Buyer's consent; and (ii) the reasonable value or cost (whichever is higher) of any defective, damaged or destroyed work or material and any items sold or used by Seller without Buyer's consent. Buyer will make no payment for finished work, work in process or raw materials fabricated or procured by Seller unnecessarily in advance or in excess of Buyer's delivery requirements. The payment provided under this clause shall constitute Buyer's only liability in the event this Order is terminated as provided herein. The foregoing provisions of this clause shall not apply to any termination by Buyer for default of Seller or under the following provisions of this clause.
- To the extent this order covers items normally carried in inventory by Seller (as distinguished from items specially made to Buyer's specifications), Buyer shall have no liability for any termination of this order, in whole or in part, prior to actual shipment and for any termination announced within ten (10) days after receipt by Buyer. Buyer's liability shall be limited to returning said items and reimbursing Seller for direct costs of handling and transportation.
- Buyer may cancel without liability in the event of Seller's insolvency or bankruptcy.
- Buyer shall not be liable for failure to take delivery of Material or Services, or any other performance hereunder, in the event of fire, accidents, labor difficulties, governmental actions, third party failures or any other conditions beyond Buyer's reasonable control render it commercially impractical for Buyer to do so.

11. GOVERNMENT CONTRACTS:

If this Order is for Material or Services under a government contract or subcontract, all contract provisions applicable hereto and required by law, order, regulation or Buyer's government contract or subcontract are hereby incorporated by reference as if fully set forth herein. Where necessary to make the context of such provisions or clause applicable to this order, the terms "Contractor", "Contract" and "Government" or "Contracting Officer" (or terms of similar import) shall mean respectively Seller, this Order and Buyer.

12. NON-DISCRIMINATION IN EMPLOYMENT:

During the performance of this contract, whenever applicable, the Seller agrees to abide by the terms and conditions of equal opportunity and affirmative action clauses as set forth in 41 C.F.R. 60-250.4 and 60-751.4 regarding the duty not to discriminate in employment on the basis of race, color, religion, sex, national origin, and veteran status, physical or mental handicap.

13. RELATIONSHIP OF PARTIES:

Seller and Buyer are independent contracting parties and nothing in these Standard Terms of Purchase shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligations on behalf of or in the name of the other.

14. SEVERABILITY:

If any provision of these Standard Terms of Purchase should be held invalid, unenforceable or without effect under any applicable statute, regulation, ordinance or executive order or other rule of law, the remaining provisions set forth herein shall be unaffected and fully binding on both parties.

15. ENTIRE AGREEMENT:

These Standard Terms of Purchase, together with Quotation Proposal, Purchase Order and Seller's Order Acknowledgment, as applicable, constitute the entire agreement between Seller and Buyer with respect to the subject matter hereof. All other documents, negotiations, oral and written representation, correspondence, prior course of dealing, usage of trade and agreements are of no effect and superseded. Such documents cannot be added to, superseded, modified, amended or otherwise altered except by written instrument duly executed by authorized representatives of both Seller and Buyer. These Standard Terms of Purchase shall be binding upon and inure to the benefit of the parties and their subsidiaries, affiliates, successors and assigns. Shipment against any WLM Purchase Order number shall constitute agreement to all Purchase Order conditions, Standard Terms of Purchase, pricing, Supplier Manual and Seller's agreement to release, where applicable.

16. NOTICE:

WLM values highly the confidence and good will of its customers and suppliers. We offer our products only on their merit, and we expect our customers to judge and purchase our products and services solely on the basis of quality, price, delivery and service. Likewise, WLM buys only on merit and we judge and purchase solely on the basis of quality, price, delivery and service. This WLM policy applies in all relationships with our customers and suppliers.

BILLING AND SHIPPING INSTRUCTIONS

- In the absence of special packing requirements, all material shall be packed, marked and shipped in accordance with requirements of common carriers, as specified by the Interstate Commerce Commission, unless otherwise stated herein.
- Purchase order number must be shown on all packing slips, bills of lading, invoices and packages.
- Packing slips shall accompany each statement and original bills of lading or the Seller shall promptly forward other shipping receipts to Buyer.
- Render invoices promptly to Buyer's address as indicated. Standard terms for payment of invoice are Net 60 from receipt of invoice or goods whichever is later unless it is mentioned in Purchase Order.