

## ACCEPTANCE OF CONTRACT

If the SELLER does not reject this purchase order within five (5) business days of receipt of the purchase order, or if the SELLER ships any of the items ordered, or if the SELLER begins work to fulfill the commitments of the purchase order, or if the SELLER performs the services herein SELLER will be deemed to accept this purchase order. Upon acceptance of a purchase order SELLER shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, SELLER agrees to provide to Plymouth Industries, Inc., Inc. ("BUYER") the goods (the "Goods") as set forth on each applicable purchase order and in accordance with these Standard Terms and Conditions of Purchase ("Agreement"). This Agreement may not be added to, modified, superseded or otherwise altered, except by a writing signed by an authorized representative of each of BUYER and the SELLER. Any additional or different term or condition on SELLER's acknowledgment form, or otherwise communicated by SELLER in accepting this order, shall be deemed to be a material alteration of such order and is hereby objected to by BUYER and shall be of no force or effect between SELLER and BUYER. BUYER hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods. BUYER shall not be subject to any cancellation charges or other fees as a result of such cancellation, or any restocking fees or charges for excess inventories or materials built or purchased by SELLER unless approved in writing by an authorized BUYER representative. BUYER, at its sole option may pay a reasonable termination charge of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, plus actual documented direct costs resulting from termination, not to exceed the original purchase price. SELLER shall not be paid for any work done after receipt of notice of termination, nor for costs incurred by SELLER's suppliers or subcontractors, which could reasonably have been avoided.

## DELIVERY

Delivery of Goods shall be made pursuant to the applicable purchase order. In the event SELLER fails to deliver the correct quantity of Goods within the time specified, BUYER may, at its option, decline to accept the Goods and terminate the purchase order. SELLER shall package all items in suitable containers to permit safe transportation and handling. The BUYER purchase order number shall appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

## RISK OF LOSS

Unless otherwise defined on the purchase order, Title to the Goods shall pass to BUYER upon receipt of the good at BUYERS dock.

## INSPECTION

BUYER shall have a six (6) months after receipt of Goods to inspect the Goods for defects and conformity hereto, and Goods received by BUYER shall not be deemed accepted until BUYER has run an adequate test to determine whether the Goods are free from defect and conform to the specifications set forth in the purchase order. If goods tendered do not wholly conform to the specification provisions hereof, BUYER shall have the right to reject such Goods. Nonconforming or defective Goods will be returned to SELLER freight collect and risk of loss will pass to SELLER upon delivery by BUYER to the common carrier. SELLER shall reimburse the BUYER for the costs associated with the defective goods including but not limited to; replacement Goods, sorting, screening, rework, transportation, and additional labor premiums.

## PAYMENT

SELLER shall invoice BUYER for all Goods delivered within seven (7) days of delivery of the Goods and such invoice must reference the applicable purchase order. BUYER reserves the right to block and/or return all incorrect invoices. Unless otherwise specified on the face of a purchase order, BUYER shall pay the invoiced amount within sixty (75) days after receipt of a correct invoice. Payment shall not constitute acceptance of the Goods.

## WARRANTY

SELLER warrants that the Products furnished under this agreement will (a) conform to Buyer's manufacturing standards, specifications, drawings, samples or descriptions furnished by Buyer, including but not limited to all specifications attached as exhibits hereto, (b) will be merchantable, of good quality and workmanship, free from defects for a period of fifteen (15) months from the date of delivery to BUYER or the period provided in SELLER's standard warranty covering the Goods, whichever is longer, (c) fit and sufficient for the intended use (d) will comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packaging, labeling, sale and delivery of the Products (e) will be of good title to and be free and clear of all liens and encumbrances (f) will not infringe any patent, copyright or other intellectual property rights of any third party, and (g) have been produced, packaged, marked, labeled and will comply with all applicable governmental and regulatory requirements including, without limitation, the Food Additive Regulations of the Food and Drug Administration, Hazard Communications Standard (MSDS) of the Occupational Safety and Health Administration, the Ozone Depleting Chemical Restrictions of the United States Environmental Protection Agency, the CONEG Heavy Metal Restrictions, Dodd Franklin Act 2012, and the California Proposition 65 Disclosure. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. If BUYER identifies a defect or nonconformity with the Goods during the warranty period, BUYER will promptly notify SELLER of such defect or nonconformity and will return the Goods to SELLER, at SELLER's expense. SELLER shall, at the option of BUYER, either repair or replace such Goods, or credit the account of BUYER for the replacement value or full purchase price amount of the Goods returned, whichever is greater. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or for an additional six (6) months, whichever is longer. SELLER agrees to reimburse Buyer for any losses, costs, damages or expenses, including attorney's fees, arising from failure of the Products to meet such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, shall survive Buyer's payment, acceptance, inspection or failure to inspect the Products, and shall apply to Buyer and its customers.

## INDEPENDENT CONTRACTOR

SELLER is an independent contractor for all purposes, without express or implied authority to bind BUYER by contract or otherwise. Neither SELLER nor its employees, agents or subcontractors ("SELLER's Assistants") are agents or employees of BUYER and are not entitled to or eligible for any employee benefits of BUYER, including but not limited to, any type of insurance.

## SELLER RESPONSIBLE FOR TAXES AND RECORDS

SELLER shall be solely responsible for filing the appropriate federal, state, local, and international tax forms, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to SELLER's receipt of payment under this Agreement.

## INSURANCE

SELLER shall be solely responsible for maintaining and requiring SELLER's Assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as may be required by law or as is the common practice in the SELLER's trade or businesses. Upon request, SELLER shall provide BUYER with certificates of insurance or evidence of coverage before commencing performance under this Agreement. SELLER shall maintain at least \$1,000,000 in general liability insurance.

## INDEMNITY

SELLER shall indemnify, hold harmless and, at BUYER's request, defend BUYER, its officers, directors, customers, agents and employees, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods provided under this Agreement, including, without limitation, any claim by a third party against BUYER alleging that the Goods, or any other products or processes provided under this Agreement, were defective

or unsafe, or infringe upon a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes.

## CONFIDENTIALITY

SELLER will acquire knowledge of current confidential information of BUYER in connection with its performance hereunder and agrees to hold such information in confidence during and for a period of three (3) years following termination or expiration of this Agreement. SELLER agrees to limit its internal distribution of the confidential information of BUYER to SELLER's Assistants who have a need to know, and further agrees not to use such information, except in the course of performing its obligations under any applicable purchase order hereunder and will not use such information for its own benefit or for the benefit of any third party. BUYER shall inform those employees, who need to be involved, of the proprietary nature of the Confidential Information and of the obligations of the Company with respect thereto.

## TERMINATION

BUYER may terminate this Agreement for its own convenience, in whole or in part, by written notice at any time. If this purchase order is terminated by BUYER for its convenience, the BUYER shall pay SELLER for the pro-rata price based on the work completed prior to the completion. SELLER shall cease to provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, BUYER shall pay SELLER for those conforming Goods delivered to BUYER through the date of termination, less appropriate set-offs as determined by the BUYER.

## FORCE MAJEURE

BUYER shall not be liable for any failure to perform, including failure to take delivery of the Goods, resulting from circumstances beyond its control which make such performance commercially impractical including, but not limited to acts of God, fire, flood, acts of war, government action, civil commotion, sabotage, accidents, explosion or damage to plant or facilities, epidemics, typhoons, quarantine restrictions, or communication disruptions. In the event and after the 30-day force majeure period, BUYER is so excused and may terminate the Agreement. BUYER shall pay SELLER for those conforming goods already received.

## SEVERABILITY

If any provision of the Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## LIMITATION OF LIABILITY

In no event shall BUYER be liable to SELLER or SELLER'S agents or any third party for any incidental, indirect, special or consequential damages arising out of, or in conjunction with, this agreement, whether or not BUYER was advised of the possibility of such damage.

## ASSIGNMENT/WAIVER

SELLER may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent BUYER. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of BUYER without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other provision of this Agreement.

## GOVERNING LAW

This Agreement will be construed in accordance with, and disputes shall be governed by, the laws of the State of Wisconsin. SELLER agrees that the Circuit Court of Sheboygan County, Wisconsin shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement.

## ENTIRE AGREEMENT

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any other document submitted by SELLER, and BUYER objects to and will not be bound by any additional, different or inconsistent terms in any documents from SELLER. The terms of this sale may not be modified or rescinded, unless made in writing signed by an authorized representative of each party.