



Standard Terms and Conditions with Orders

1. **ACCEPTANCE OF THIS ORDER:** This order is an offer to purchase goods or services from you on the terms and conditions stated herein and is subject to Teel Plastics' Supplier Code of Conduct available on our website.

If this order is not accepted, Seller is requested to communicate its rejection promptly, confirming any oral rejection in writing.

This order may be accepted by a written notice delivered to Teel Plastics, LLC ("Buyer").

Buyer may cancel this order at any time before acceptance.

This order is not an acceptance of any offer to sell, but is an offer to buy, which may be accepted only by written notice and acknowledgement by Seller to Buyer within ten (10) days from the date of this order or by other expression of acceptance, including shipment hereunder, within the ten (10) day period. Upon acceptance, this order constitutes the entire agreement between the parties (except for any additional warranties given by Seller), superseding any and all previous communications and negotiations except for a dually signed sales agreement. Unless specifically agreed to in writing by Buyer, no additional or different terms or provisions (except additional warranties given by Seller), of any quotation, acknowledgement, invoice, or other form supplied by Seller become a part of the contract, notwithstanding any failure to Buyer to specifically object to such term or provision. Buyer agrees to purchase the goods described on the face hereof only upon Seller's complete acceptance of all of the terms and conditions of this order, without modifications and additions. The agreement of sale resulting from the acceptance of this order shall be interpreted in accordance with the internal laws of the State of Wisconsin.

2. **DELIVERY:** Time is of the essence in this order. Deliveries are to be made both in quantities and at the time specified in schedules furnished by Buyer, failing which Buyer reserves the right to purchase elsewhere and charge Seller with any loss incurred. Buyer will have no liability or obligation for material or items delivered to Buyer which are in excess of quantities specified in delivery schedules. All goods to be delivered in vehicles free of contamination and odor and must be dry and clean or may be subject to rejection.

3. **TITLE:** Title of goods covered by this order shall remain with Seller until actually received by Buyer, and any damage sustained to the goods in transit shall be borne by Seller regardless of how goods were shipped or who pays the freight or other transit costs. Passage of title under this provision shall not limit Buyer's full right of inspection or constitute final acceptance, and title to items returned by Buyer for failure to correspond in any respect with this order shall repossess to Seller on delivery of the part being returned, to a carrier consigned to Seller.

4. **PACKAGING:** All goods covered by this order shall be suitably packed or otherwise prepared for shipment to secure the lowest transportation rates and to meet the carrier's requirements. No charges will be allowed for packing or crating unless stated in this order. Each

container must be clearly marked to show quantity, contents, Seller's name and the number of this order. In addition, all shipments must be accompanied by packing lists showing Buyer's order number, description of material and quantity, part number and any applicable lot numbers.

5. **CERTIFICATIONS:** All shipments must be accompanied by all appropriate certifications and Safety Data Sheets ("SDS"). Seller also agrees to supplement each SDS as they are updated.

6. **NOTIFICATION OF CHANGES:** Prior to shipping any goods to Buyer, Seller must notify Buyer in writing of any changes to Buyer's order relative to any prior order, including but not limited to, changes in resins, dyes or other raw materials, including any changes to the methods in which the materials are processed or manufactured or any changes to the location of manufacturing. For a period of ten (10) days after Buyer receives such written notice, Buyer may either cancel its order, in full or in part, without penalty or authorize shipment of the goods subject to Buyer's right of inspection.

7. **PRICE:** If no price is stated in this order, the price charged by Seller for goods or services shall be the lowest prevailing market price on the date hereof, provided that the price charged by Seller shall not, without the prior written consent of Buyer, exceed either the last quotation received by Buyer from or the price at which Buyer last purchased the goods or services from Seller, whichever is lower. Calculations for cash discount or net payment period will be from the date an acceptable invoice is received by Buyer.

8. **PAYMENT TERMS:** Payments will be sixty (60) days net, or as agreed between Buyer and Seller. Time period commences from the later of the receipt of material at Teel Plastics, Baraboo, Wisconsin or invoice has been received and accepted by Buyer. All invoices will be directed to the Accounts Payable Department of Teel Plastics. The Seller shall not assign its accounts receivable against Buyer to a third party.

9. **TAXES:** Unless otherwise directed, Seller shall be responsible for the payment of all sales and use taxes imposed by law upon or on account of this order.

10. **RIGHT OF REJECTION:** Buyer may inspect all material within a reasonable time after delivery. Buyer reserves the right to return to Seller, at Seller's expense, goods delivered hereunder which do not meet the terms and conditions stated in this order or Buyer's specifications previously provided to Seller. Alternatively, Buyer may accept that portion of the good delivered hereunder that conforms with the terms of this order or its specifications and return the balance to Seller, at Seller's expense. In such event, Buyer shall pay only the proportionate amount of the total price stated hereon that corresponds to the quantity accepted, regardless of whether such lesser quantity is ordinarily sold at a higher price.

11. **INFRINGEMENT AND INDEMNITY:** Except for goods ordered in accordance with Buyer's design, Seller warrants that the sale or use of goods furnished hereunder will not infringe or contribute to infringement on any patent, copyright, trademark or other proprietary right in the United States or elsewhere, and Seller shall indemnify Buyer, its

successors and assigns and its customers whether direct or indirect, against any and all losses, liabilities, damages and expenses (including attorneys' fees and other costs of defending any infringement action) which they, or any of them, may sustain or incur as a result of a breach of this warranty.

Seller shall also indemnify Buyer, its successors and assigns and its customers whether direct or indirect, against any and all losses, liabilities, damages and expenses (including attorneys' fees and other costs of defending any action) which they, or any of them, may sustain or incur as a result of any claim of negligence, breach of warranty or strict liability in tort in connection with the good furnished hereunder, except as such may be caused solely by the negligence of Buyer, its successors and assigns, and/or customers.

12. **FORCE MAJEURE:** In the event of the occurrence of war, invasion, fire explosion, flood, riot strike, acts of God, delays of carriers, energy shortage, acts of government or government agencies or instrumentalities, or other contingencies or causes beyond the control of either Seller or Buyer affecting the performance of either party under this Agreement, such performance shall be suspended until such contingencies or causes have been terminated. If performance is suspended for a period of ninety (90) days or longer either party has the right to cancel this order upon written notice to the other party at any time thereafter.

13. **WARRANTIES:** Seller warrants that the goods and services delivered hereunder will (1) conform to the specification, drawings, samples or other description furnished or specified by Buyer, (2) be fit for the purpose intended if Seller knows or has reason to know any particular purpose for which the goods are intended, (3) be merchantable, of good material and workmanship, and free from defects and (4) be delivered free and clear of liens, claims and encumbrances. The warranties stated herein shall be in addition to any other warranties implied in law and any express warranties made by Seller to Buyer relating to the goods and services specified in this order.

The foregoing warranties shall survive inspection, delivery and payment and shall run in favor of Buyer and its customers.

14. **COMPLIANCE:** Seller warrants that in providing the goods or services specified herein it will comply with the following laws and administrative regulations where applicable: (1) Fair Labor Standards Act of 1938, as amended; (2) Title VII of the Civil Rights Act of 1964, as amended and the Equal Employment provisions of Executive Order 11246, as amended, the provisions found in 41 C.F.R. sec. 60-741 (Disabled Persons) and sec. 60-250 (Veterans), and all relevant rules, regulations, and orders of the Secretary of Labor; (3) Occupational Safety and Health Act of 1970; and (4) all other applicable state and federal laws. Any clause required to be set forth in a document of this type by such laws or administrative regulations shall be deemed to be incorporated herein by reference.

15. **INDEMNIFICATION:** If this order calls for the performance of services by Seller or if the performance of services is incidental to or to be made in connection with the manufacture or supply of goods specified herein, Seller shall indemnify and hold Buyer harmless from and against any and all liability, damage, loss, cost, or expense of every kind or nature whatsoever arising out of claims or suits for personal injuries or property damage based on the negligence of Seller in performing said services. Seller shall indemnify and hold Buyer harmless from any and all liability,

damage, loss, cost and expense arising out of claims or suits based on the breach by Seller of any of the representations or warranties contained herein.

Furthermore, no person employed by Seller, or by Seller's subcontractors and vendors, in connection with the furnishing of the items and services ordered hereunder, shall be held or construed to be Buyer's employee under the provisions of any local, state or federal Worker's Compensation or Unemployment Compensation Act or other law, regulation, ruling or order, and Seller shall indemnify and hold Buyer harmless against any ruling, or order upon the "employer" with respect to persons employed by Seller, or Seller's subcontractors and vendors, in the manufacture of furnishing of such items and services.

16. **DRAWINGS, SPECIFICATIONS AND TECHNICAL INFORMATION:** Drawings, specifications, photographs and other engineering and manufacturing information supplied by Buyer shall remain Buyer's property and shall be treated as confidential information and shall be returned to Buyer upon completion of order or upon demand. Any information which Seller may disclose to Buyer with respect to the design, manufacture, sale or use of the items covered by this order shall be deemed to have been disclosed as part of the consideration for this order and Seller shall not assert any claims (other than a claim for patent infringement) against Buyer by reason of Buyer's use thereof.

17. **BUYER'S PROPERTY; TOOLS:** Seller shall insure, and bear the risk of loss, of any property of Buyer in Seller's possession for performance of the contract. Tool charges convey ownership of the tools to Buyer, and Seller shall deliver such tools (and other property of Buyer) to Buyer on demand.

18. **CHANGES:** Buyer may make changes in drawings, specifications, quantities, delivery schedules, or methods of shipment or packaging on any item at any time. If such changes result in an increase or decrease of costs, an equitable adjustment of price and delivery schedules may be made, or Buyer may, at its option, terminate this order pursuant to the cancellation provisions of this purchase order if agreement on an equitable adjustment cannot be reached. Claims for equitable adjustment must be asserted by Seller within ten (10) days of the change order. This order, together with any change orders or instructions, shall constitute one contract.

19. **CANCELLATION BY BUYER:** Buyer shall have the right to cancel this order without cause and in such event Buyer's liability for cancellation shall be limited to Seller's actual costs for work and materials, applicable solely to this order, which shall have been expended before notice of cancellation has been received by Seller.

20. **ASSIGNMENT:** This order may not be assigned by Seller without the prior written approval of Buyer.

21. **ENTIRE AGREEMENT:** The terms and conditions stated in this order constitute the entire agreement between the Seller and Buyer regarding the sale and purchase of the goods and services specified herein, and no modification hereof shall be effective unless made in a writing signed by both parties.