

TERMS AND CONDITIONS

The fulfillment of this order is expressly made conditional upon the Buyer's assent to the terms and conditions stated below, and H&L Manufacturing Co. ("HLM") agrees to furnish parts and equipment ("Items") covered by this order only upon the terms and conditions contained herein. Buyer assents to these terms and conditions upon its authorization for HLM to commence work on the ordered product(s). In addition, Buyer's use of its credit account with HLM shall constitute Buyer's assent to all of the terms and conditions contained herein. Any and all approved deviations from these terms and conditions shall be in writing.

DELIVERY

The Items covered by this order shall be considered delivered upon the earlier of: (1) when loaded on a common carrier at point of HLM, evidenced by bills of lading or other transportation receipts or (2) when the Items or any part thereof is placed in storage. Shipment shall be made at the sole risk of the Buyer.

If an event of Force Majeure occurs, HLM's obligations affected by such event shall be excused without penalty. Force Majeure means all events which are beyond the control of HLM and which prevent total or partial performance. Such events shall include, but are not limited to, Acts of God or public enemy, government orders, restrictions or priorities, fires, floods, strikes, or other work stoppages, accidents, catastrophes, epidemics or pandemics, war conditions, riot or civil commotion, material and/or transportation limitations, legal interferences or prohibitions, embargoes, defaults, and delays of suppliers which affect performance or timely delivery, or component/material manufacturer allocation restrictions.

In the event HLM is unable to deliver Items because of unavailable component parts not manufactured by HLM, Buyer will accept billing for whatever HLM manufactured Items are ready for shipment, except for any such unavailable component parts, and remit payment even though the order may not be complete as to such Items.

The liability of HLM to Buyer for any reason and upon any cause of action related to the performance of the work under this agreement whether in tort or in contract or otherwise shall be limited to the amount paid by the Buyer to HLM for the goods or services pursuant to this agreement and those related specifically to the cause of action.

PAYMENT TERMS

If Buyer has been granted credit terms and Buyer's account remains in good standing, net payment in full on all invoices is due and payable thirty (30) days after shipment from HLM, unless otherwise agreed to by HLM and Buyer in writing. Service charges at the rate of one and one-half percent (1.5%) per month (eighteen percent per annum) or the lesser maximum amount allowed by law will be charged on all accounts owed on all unpaid invoices from and after their due date. Tooling payment terms are 1/2 down, balance upon Delivery to HLM.

If during the performance hereof, the financial responsibility of Buyer is determined in the sole discretion of HLM's Credit Department to be unacceptable or Buyer fails to make any payments in accordance with terms hereof, then in any such event, HLM may defer or decline to make any shipments hereunder except upon receipt of satisfactory security or cash payments in advance or HLM may terminate this order without further obligation to Buyer whatsoever.

PRICES AND TAXES

The Buyer, in addition to the order price, shall assume and pay any and all customs, tariffs, sales, use, excise, license, property and/or other taxes and fees together with any interest and penalties thereon and expense in connection therewith growing out of, relating to, affecting, or pertaining to the sale of the Items, services or other subject matter of said order and Buyer shall indemnify HLM and save and hold it harmless from and against any claim, demand, or liability for any such tax or taxes and any interests or penalties thereon and any expense in connection therewith. Unless covered by a specific supply agreement or contract, HLM reserves the right to adjust prices for any increase or decrease in cost arising from changes in prices or materials and/or changes in labor rates which become effective between the date of this acknowledgment and the date of shipment.

Quoted pricing is based upon Buyer's estimated demand volume from which HLM plans its production capacity as well as amortization of startup costs. Variations in actual order releases exceeding 20% of the Buyer's estimated demand may affect HLM's capacity and may therefore require pricing adjustments, in which case HLM will advise Buyer of such price adjustments in writing before new pricing becomes effective.

SHIPMENT

All shipments are made F.O.B Origin for domestic shipments and EX WORKS HLM Dock for International Shipments. If Buyer cannot accept shipment when the Items are ready for shipment, the Items shall be invoiced to Buyer at the time the Items are ready for shipment and payment shall be then due in accordance with the terms of this order. If at any time shipment is deferred or delayed at Buyer's request, payment for the goods shall be due to HLM when the same is ready for shipment and Buyer shall store the same at Buyer's risk and expense and if Buyer fails or refused to promptly store the same, HLM shall have the right to do so at Buyer's risk and expense.

LIMITED WARRANTY

The Items covered by this order and manufactured by HLM are warranted to be free from defects in material and workmanship for a period of one (1) year from date of delivery. Any Items found to the satisfaction of HLM to be defective, upon examination by its properly authorized representative, will be repaired or replaced, at HLM's sole option, F.O.B Origin for domestic shipments and EX WORKS HLM Dock for International Shipments. **In no event shall HLM be liable for any special, incidental, or consequential damages whatsoever.** This warranty may be nullified or superseded by HLM upon written notice to Buyer.

All components purchased by HLM are warranted only insofar and to the extent that the manufacturer of such components warranties them to HLM.

This WARRANTY IS to the extent allowed by law, EXPRESSLY IN LIEU OF ANY other express or implied Warranty, condition or guarantee, agreement or representation made by any person with respect to the parts and equipment covered by this order acknowledgement, including any IMPLIED WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE, and the repair or replacement of parts provided for in this Warranty constitutes the Buyer's exclusive remedy.

It is expressly agreed that any action for breach of Warranty or other action against HLM under this order must be commenced within one year and a day after such cause of action has accrued, or such claim shall be void.

INDEMNIFICATION

Buyer acknowledges that the Items are of its own engineering design and specifications and not those of HLM. Buyer agrees to defend, indemnify and save HLM harmless from any liability or obligation alleged against or incurred by HLM to persons allegedly or actually injured directly or indirectly in connection with the design or operation of such products.

SCOPE OF WORK

Buyer hereby agrees to purchase from HLM and HLM agrees to sell to Buyer, those Items identified on subject Purchase Orders, in accordance with the conditions set forth below.

All purchases by Buyer under this Agreement shall be pursuant to purchase orders (the "Purchase Orders"). A Purchase Order shall specify the Products ordered (the "Ordered Products"), the quantities of such Products, and the requested date (the "Applicable Due Date") and manner of delivery, including the carrier to be used by HLM. Annual quantities listed on Purchase Orders and/or in Buyer's supplier website or portal are the Estimated Annual Usage based on forecasted demand and do not obligate Buyer to a specific quantity of Products.

Buyer shall provide firm releases of at least six (6) weeks. Firm releases cannot be modified, delayed, or cancelled for any reason. Buyer hereby authorizes material purchases for releases and forecasts for a period of time equal to the lead time of the longest lead time component/material PLUS four (4) weeks.

Buyer agrees to pay HLM for time incurred and actual expenses relating to the development or refinement of products or processes as requested by Buyer according to the payment terms as defined in this Agreement or for other mutually agreed upon consideration as evidenced in writing, whether or not Buyer elects to make use of such services rendered by HLM in existing or prospective products. HLM will use its best efforts to estimate the time and materials necessary pursuant to the requested services, and shall obtain Buyer's written consent prior to commencement of such work in the form of a Change Order. In the event the work associated with the requested services may span beyond a 30-day period, HLM will invoice Buyer in the form of a progress billing, with payment expected according to agreed-upon terms defined in this Agreement.

PROPRIETARY DATA

Unless agreed upon otherwise in writing, all drawings, specifications and technical material submitted to HLM from Buyer are the property of Buyer and are confidential and shall not be disclosed to, or discussed with others. All such drawings, specifications and technical material and all models or samples submitted with this order or in carrying out any transaction based thereon shall be returned to Buyer within 10 days of the completion of any project or task for which the information was to be used.

AGREEMENT MODIFICATIONS

The terms and conditions herein contained and any other terms and conditions stated in HLM's proposal or specifications attached hereto, if any, shall constitute the complete agreement between HLM and the Buyer and shall supersede all prior oral or written statements or understandings of any kind whatsoever made by the parties, or their representatives. No statement subsequent to the acceptance of this order purporting to modify the said terms and conditions shall be binding unless consented to in writing by duly authorized agents of HLM.

CANCELLATION

This order may not be countermanded, cancelled, or altered by the Buyer, nor shall the Buyer otherwise cause the work or shipment to be delayed, except with the written consent and upon the terms and conditions approved by HLM in writing. Orders for undelivered Items cancelled by such consent are subject to compensation for labor, materials and overhead, plus thirty percent (30%). Materials shall include components on-hand as well as order commitments between HLM and suppliers which are not cancellable in whole or in part. In addition, unamortized costs of tooling, engineering, administrative or other capital expenditures made by HLM that are built into Item pricing to be amortized over the life of any program, contract, or order shall be recovered on a pro-rata basis.

PLACE OF CONTRACT

All orders are subject to final acceptance by HLM at its designated office or manufacturing facility. The conditions hereof shall apply to and govern this order. In case of any inconsistency between said conditions and the provisions of Buyer's purchase order, the conditions hereof shall prevail. Any contract arising out of the placing of any such order and the acceptance thereof as herein provided shall be construed in accordance with the laws of the State of Michigan, without giving effect to conflict of laws principals, and the Buyer irrevocably agrees and consents that any action against Buyer for collection of any indebtedness owed by the Buyer to HLM may be brought in any State or Federal Court that is licensed in, or whose district includes, Barry County, Michigan, or other court HLM may choose in its sole discretion, and any such court shall have personal jurisdiction over Buyer for the purposes of that action. Buyer agrees to pay all expenses, including reasonable attorney fees paid or incurred by HLM to enforce the terms of this Agreement.