



Global Standard Stamping Tool Service

Terms and Conditions of Purchase

Global Standard Stamping Tool Service, LLC (“**Buyer**”) purchase Orders are subject to these Terms and Conditions of Purchase (“**Terms of Purchase**”). In these Terms of Purchase, “**Goods**” and “**Services**” refer to the Goods or Services described in Buyer’s purchase order that Buyer is to purchase from the Seller named in the purchase Order (“**Seller**”); “**Order**” refers to Buyer’s purchase order, including these Terms of Purchase; and “**Contract**” refers to any contract formed pursuant to the Order.

1. Agreement.

The Order is an offer to purchase 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 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, including these Terms of Purchase.

2. Price and Payment.

Unless Buyer agrees otherwise in writing, Buyer shall not be required to pay any sales, use or other taxes arising because of Buyer’s purchase from Seller. 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, (2) the actual date of delivery of conforming Goods or performance of conforming Services, (3) the date of Seller’s invoice, (4) in the case of tooling, Buyer’s approval of production pieces produced by the tooling at Buyer’s (customer) facility. Unless Buyer otherwise agrees in writing, Seller will supply all materials, equipment, tools, labor and facilities required to perform the Order. Seller is expressly responsible for the accuracy of weights and sizes entered into the shipping documents.

3. Delivery.

Unless Buyer agrees otherwise in writing, Seller shall deliver the Goods F.O.B. (Incoterms 2010) Buyer’s facility identified on the face of the Order, except that Buyer may at its option take delivery of all or any part of the Goods at Seller’s facility. Time of delivery or performance 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. In addition to Buyer’s other remedies, Buyer may charge Seller an administrative fee in the event that Goods are mislabeled or shipped incorrectly.



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4. Inspection.

Buyer's employees, agents or customers may at any time enter Seller's premises to inspect, test and audit the Goods, Seller's process of manufacturing of them and any materials, components or work-in-process that Seller will use in their manufacturing and or process. Seller shall perform such tests upon the Goods and provide such certificates of analysis with respect to such tests as Seller may request to determine whether the Goods conform to Buyer's standards and specifications utilized by Buyer.

5. Representations, Warranties And Agreements About Seller.

Seller represents and warrants to Buyer, and agrees, that: (1) Seller has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the Contract; (2) the Contract is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (3) Seller is and, at the time of each Order will be, solvent; (4) Seller has not offered or given, and shall not offer or give, any gratuity or thing of value to any employee of Buyer or of any affiliate of Buyer; and (5) Seller is and shall continue to be in compliance with all equal employment and affirmative action provisions of (United States) Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA"), Section 503 of the Rehabilitation Act of 1973 and all implementing regulations under that Order, VEVRAA and Section 503 or any relevant laws and government regulations applicable to the Seller's country of residence.

6. Representations, Warranties And Agreements About the Goods and Services.

Seller represents and warrants to Buyer, and agrees, that (1) the Goods shall be new, (2) the Goods and Services shall be merchantable, of good material, workmanship and quality, fit for the purposes for which Buyer intends them and free from faults and defects, (3) the Goods and Services shall conform to any samples, drawings, blueprints, 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 including the Buyer's Tooling Standards and Guidelines as well as any applicable tooling standards required by the Buyer's customer. 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. 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's warranties extend to future performance of the Goods and Services and survive



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inspection, tests, acceptance and payment and shall be considered to have been given not only to Buyer but also to Buyer's customers and end-users of the Goods.

Representations about Intellectual Property of the Good and Services.

Seller warrants that the Goods and Services supplied hereunder do not and will not infringe on any United States or foreign patent, trade secret, trademark or copyright. In case such Goods or Services now or in the future constitute patent, trade secret, copyright or trademark infringement, Buyer may, at its sole option, pursue any remedy or remedies available at law or in equity, including, without limitation, requiring Seller to either procure for Buyer the right to continue using such Goods and Services, modify them so that they become non-infringing and/or remove them and refund the total purchase price thereof. Seller expressly waives any claim against Buyer that any infringement or alleged infringement arises out of compliance with Buyer's specifications. To the extent that Seller creates or develops any patents, industrial designs, technical information, know-how, processes of manufacture or other intellectual property in the performance of Seller's obligations under these terms, Seller shall: (i) assign to Buyer each invention, discovery or improvement (whether or not patentable) that is conceived or first reduced to practice by Seller, or by any person employed by or under the direction of Seller, in the performance of Seller's obligation under these terms; and (ii) promptly disclose in an acceptable form to Buyer all such inventions, discoveries or improvements and cause Seller's employees to sign any papers necessary to enable Buyer, at its discretion, to obtain title to and to file applications for patents throughout the world. To the extent that any works of authorship (including, without limitation, software and computer programs) are created in the performance of Seller's obligations under these terms, such works shall be considered "works made for hire", and to the extent that such works do not qualify as "works for hire", Seller hereby assigns to Buyer all right, title and interest in all copyrights therein.) Seller shall not manufacture or provide, or offer to manufacture or provide, any goods or services that are based in whole or in part upon Buyer's intellectual property and/or the drawings or specifications in respect of the Goods or the Services or any derivative thereof, whether for its own purposes (other than to satisfy its obligations under these terms), for any third parties, without Buyer's prior written consent. The foregoing restriction shall not apply in respect of "off- the-shelf" or "catalogue" goods or services that have been routinely manufactured or provided by Seller and developed by Seller, in each case prior to the operation of these terms and independently of its relationship with Buyer.

7. Indemnity.



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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 its warranties to, or agreements with, Buyer; (2) any recall; (3) any claim that any of the Goods or Services infringes any patent, trademark, copyright or other intellectual property right, anywhere in the world; or (4) 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. Buyer and other indemnified parties shall have the right to be represented by their own counsel and actively participate in any such suit, and the reasonable costs of such representation shall be paid by Seller on demand.

8. Changes.

Buyer may at any time, by written notice to Seller, change the Order or the Contract as to: (1) 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 5 days after Buyer notifies Seller of the change.

9. Termination at Buyer’s Option.

Buyer may 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 termination. When Seller receives notice of termination under the preceding sentence, Seller 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. Not later than 5 days after the effective date of termination, Seller may submit to Buyer its claim, if any, for reasonable compensation for termination. 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.

10. Buyer’s Remedies.



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Without limiting other rights and remedies available to it, Buyer may, at its option; (1) return nonconforming 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) retain nonconforming Goods and set off losses against any amount that Buyer owes Seller; or (3) 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 in any material respect, then Buyer may terminate the Contract, in whole or part, without liability to Seller, 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. If Buyer does terminate the Contract, then Seller, if and to the extent that Buyer demands, shall immediately deliver to Buyer all finished and unfinished Goods and all work-in-process and raw materials that Seller acquired for use in the manufacture or processing of the Goods and all designs, drawings, specifications and software that Buyer is purchasing from Seller under the Contract, including all work in-process. Buyer's payment of part or all of the purchase price shall not be a precondition to Seller's obligation to make the delivery. After Seller has made the delivery and Buyer has determined its damages (including, without limitation, any cost of "cover" or of completing the manufacture or processing of the Goods), then Buyer will pay to Seller any excess of (1) any unpaid part of the purchase price properly allocable to any conforming Goods, work-in-process and raw materials that Seller delivered to Buyer over (2) Buyer's damages. 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 of Purchase, 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. 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 reject or revoke acceptance of the Goods is not less than one year from the date of delivery. A reasonable time for Buyer to notify Seller of any breach is not less than two years from when Buyer discovers the breach.

11. 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



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Services (“**Buyer Property**”) are and shall at all times be the sole and exclusive property of Buyer or Buyer’s customer. Seller shall: (1) maintain the Buyer Property in Good condition; (2) mark the Buyer Property “**PROPERTY OF GLOBAL STANDARD STAMPING TOOL SERVICE, LLC OR ITS CUSTOMER**”; (3) not commingle the Buyer Property with property of Seller or third parties; (4) allow Buyer to inspect and examine the Buyer Property at any time; and (5) return the Buyer Property to Buyer upon its request.

12. Insurance.

Seller shall maintain insurance coverage 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. Upon Buyer’s request at any time, Seller shall furnish to Buyer certificates evidencing required insurance.

13. Prepayment.

If Buyer pays any part of the purchase price of the Goods before Seller delivers 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) 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.

14. 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



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cause and upon completion shall promptly remove all of Seller's equipment and surplus materials.

15. 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), the Goods, any designs of or specifications for the Goods, any Buyer 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 10*, 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.

16. Unsafe or Unfit Goods.

If any of the Goods or any material included in any of the Goods or any packaging or supplies used in connection with the Goods, or if Buyer at any time believes in Good faith that any of the Goods or any such material, packaging or supplies, (i) does not or may not conform with an applicable consumer product safety standard or (ii) is or may be otherwise unsafe or unfit for the intended use of the Goods, then, without limiting other rights and remedies that are available to Buyer under these Terms of Purchase or applicable law the buyer may exercise the right to terminate the contract. If Buyer does terminate, then (a) Buyer's obligations under the Contract shall terminate immediately and Buyer shall not be obligated to pay Seller damages or other compensation by reason of the termination and (b) Seller shall, unless Buyer directs otherwise, 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; (5) Buyer shall have the right (a) to recall (i.e., purchase or repurchase) any or all of the Goods from its customers and end-users and any others having possession of the Goods, and Seller shall reimburse Buyer for all costs that Buyer incurs in doing so.



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17. Limitation of Liability.

Under no circumstances shall Buyer be liable for any anticipated profits of the Seller or for incidental or consequential damages of arising hereunder.

18. Other Terms.

Seller shall not have and hereby waives any security interest in or lien (including any statutory or common law lien) upon any Buyer property, including the Goods. Seller may not delegate or subcontract any of its obligations under the Order or the Contract without Buyer's written consent. 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 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.

19. Applicable Law.

The Order and the Contract shall be governed by, and interpreted according to, Ohio law, without giving effect to the conflict of laws rules thereof. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY OHIO STATE COURT OR FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN LAKE COUNTY, OHIO, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE PURCHASE OF GOODS AND SERVICES OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH OHIO STATE OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.



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20. Complete Agreement.

Seller has not made any promises or representations to Buyer, and Buyer has not made any to Seller, that are not in the Order. Any change in, or waiver of, any provision of the Order or the Contract must be contained in a writing signed by an authorized officer of Buyer.