

**MNP CORPORATION**  
**STANDARD VENDOR TERMS AND CONDITIONS**

1. **APPLICATION:** These MNP Corporation Standard Vendor Terms and Conditions are applicable to every Purchase Order (herein, "PO") issued by MNP Corporation (herein, "MNP"). Every vendor of goods and/or services who accepts a PO issued by MNP accepts and agrees to be bound by these Standard Vendor Terms and Conditions, and acknowledges that MNP would not issue its PO without Vendor's acceptance of and agreement to be bound by these Standard Vendor Terms and Conditions. These Standard Vendor Terms and Conditions and every PO issued by MNP in reliance thereof are a "Contract" between the parties.

2. **SHIPMENT:** Vendor shall arrange and pay for packaging and transportation of all goods purchased FOB to MNP at 44225 Utica Road, Utica, MI 48318, or to its designated division or such other place as MNP may specify in any Purchase Order (herein, "PO"). If goods are not shipped in accordance with MNP's directions and any instructions stated in any PO, Vendor shall be solely responsible for any excess costs incurred. MNP's PO Number must be shown on each bill of lading, packing slip and invoice.

3. **DELIVERY; RISK OF LOSS:** Vendor will promptly notify MNP, in writing, when goods are ready for delivery; provided that goods are marked or otherwise designated by Vendor as goods to which this contract refers, identification of the goods pursuant to Section 2-501 of the Uniform Commercial Code will be deemed to have occurred at the time such notice is given. Notwithstanding the forgoing, Vendor shall bear all risk of loss until MNP's receipt and acceptance of delivered goods. Title to goods shall remain with Vendor until MNP actually receives them at MNP's specified delivery location, unless such goods were MNP's (or MNP's customer's) goods handled by Vendor for processing or treatment of any kind.

4. **SINGLE LOT DELIVERY:** Unless otherwise specified in a PO, goods required under this contract shall be delivered in a single lot or lots. For avoidance of doubt, delivery of goods in mixed lots is not permitted without MNP's express written approval.

5. **ACCEPTANCE:** Neither shipment nor delivery of goods shall constitute acceptance by MNP. MNP shall have the right to inspect goods upon tender or delivery to MNP's plant by Vendor and prior to payment and acceptance. MNP shall have the opportunity at the time and place of inspection, to run such inspections and tests as it deems necessary to determine whether the goods tendered conform to all of the specifications of this contract and any particular PO. Such inspections and tests may, at MNP's exclusive election, take place at Vendor's plant and, in that case, Vendor shall promptly make the goods conveniently available to MNP for testing and/or inspection at Vendor's plant. If upon testing and/or inspection MNP determines that the goods do not conform to the specifications of this contract or any particular PO, MNP shall have the right to preserve and keep a representative sample of the goods tendered for the purposes of retaining evidence of the tendered goods' kind and quality. Other than retained samples, nonconforming goods that are rejected shall be returned to Vendor at Vendor's cost, including costs of packaging, insurance and freight. Vendor will promptly replace or correct (at MNP's specification) nonconforming goods. If Vendor fails to replace or correct nonconforming goods in a time acceptable to MNP to fulfill its customer's requirements, then MNP may declare Vendor in default.

6. **APPLICABLE TERMS:** Acceptance of any PO submitted by MNP must be made on its exact terms only; if any addition or subtraction of terms is proposed by Vendor, such altered terms shall be null and void unless MNP expressly, in a writing executed by an authorized officer of MNP, accepts such altered terms. These Standard Vendor Terms and Conditions and any applicable PO represents the entire and integrated agreement between the parties and supersedes and cancels any prior arrangements, understandings or agreements. No waiver of any provision of this Contract or any PO, nor any course of dealing shall be deemed or interpreted to amend the terms of this Contract or any PO.

7. **IMPORT/EXPORT:** Procurement of all import and/or export permits and licenses and the payment of any applicable import and/or export tariffs, duties, customs, taxes and similar impositions and fees shall be the sole responsibility and expense of Vendor.

8. **PRICING:** All prices quoted shall be fixed (i.e., subject to no increase for any reason whatsoever) for the longer of one year from date of first manufacture or processing, or until expiration of the end-user customer's contract requirement to MNP Corporation. If price is not stated in any PO and/or our Processing Shipper, it is agreed that the goods covered by such PO and/or our Processing Shipper shall be billed at the price last quoted for similar goods, or billed at the prevailing market price, whichever is lower. No PO shall be filled at a higher price than last quoted or charged without MNP's written authorization. Vendor shall offer all goods sold to MNP at no higher cost than is quoted and charged to any other customer of Vendor. No additional charges of any kind, including by way of illustration, but not in limitation, charges for boxing, packaging, loading, unloading, insurance, cartage, fuel surcharge, tariffs, or other extras any kind will be allowed unless specifically agreed to in writing in advance by an authorized officer of MNP.

9. **DELIVERY SEQUENCE:** Except for customarily tolerated quantity variations recognized by common trade practice, quantities of goods delivered to MNP in excess of those specified for delivery at any particular time will not be accepted, and such excess goods will be held by MNP at Vendor's risk and will not be accepted, and MNP may charge Vendor a reasonable per diem storage charge therefor. MNP may, but shall have no obligation to do so, return excess goods to Vendor at Vendor's sole risk, and all transportation and related charges, both to and from the original destination, shall be paid by Vendor. Unless expressly authorized in writing by MNP, Vendor shall make no commitments for materials, nor fabricate goods in advance of the time necessary to permit timely shipment on specified delivery dates.

10. **MODIFICATION; RESCISSION:** No PO issued hereunder may be modified or rescinded, except in a writing signed by MNP. MNP reserves the right to revoke any PO at any time before acceptance thereof by Vendor.

11. **EXCUSABLE DELAYS:** If Vendor shall fail or refuse to proceed with any PO, or if Vendor shall fail to make timely delivery with respect to any PO, or if MNP shall refuse to accept delivery of goods that are fully in compliance with the applicable delivery schedule therefor, then the other party may cancel any then remaining balance of such

PO unless the delay is an excusable delay as hereinafter defined. Non-performance by a party by reason of an excusable delay shall not constitute a default hereunder. "Excusable delay" as used in this paragraph means any delay in making or accepting deliveries of goods pursuant to a PO which result without fault or negligence on the part of the party involved and which is due to causes beyond its reasonable control, including acts of God or of the public enemy, any preference, priority or allocation order issued by any legitimate governmental authority or any other act of government, acts of the other party hereto, fires, floods, epidemics, pandemics and any orders issued by any legitimate governmental authority on account thereof, including quarantine orders, labor strikes, freight or transportation embargoes, unusually severe weather conditions, and delays of a critical supplier due to any of such causes. Each party shall promptly notify the other of any delay and the reason why such party believes that a delay is an excusable delay. A delay will only be an excusable delay for the period from and after notice thereof is given to the other party, and ending when the condition constituting a delay an excusable delay ends.

12. CONFIDENTIALITY; NONDISCLOSURE: In the course of fulfilling any Purchase Order, Vendor may, from time to time, be given confidential information and/or access to confidential information of MNP or of one or more customers of MNP ("Confidential Information"). Vendor shall not, directly or indirectly, appropriate, misappropriate, use, apply, adapt, adopt, reproduce, transfer, assign, disclose, divulge, disseminate, publish, sell, barter, reveal or otherwise make known to any person who is not a party to this agreement, or otherwise use the Confidential Information or any part thereof, other than to fulfill its obligations hereunder and with respect to any corresponding PO. Vendor acknowledges and agrees that the Confidential Information shall remain the sole and exclusive property of MNP or its customers, as applicable. Vendor shall retain all Confidential Information in the strictest confidence and shall protect the Confidential Information with at least that degree of care that Vendor would exercise in connection with the protection of its own most important, confidential and proprietary information. Vendor shall be responsible for any misuse of Confidential Information by Vendor's employees and agents; therefore, Vendor shall disclose the Confidential Information only to its employees or agents who need such information in order to fulfill Vendor's obligations under a PO. All persons to whom Vendor does disclose any Confidential Information must sign an agreement with Vendor to be bound by provisions similar to this paragraph, and MNP shall be designated a third-party beneficiary of every such agreement, and every such agreement shall be made available to MNP for inspection and copying upon request. In the event of a breach of this paragraph by Vendor or any agent or employee of Vendor, or if a disclosure of Confidential Information is threatened is imminent or likely, MNP may obtain immediate equitable relief, including temporary injunctive relief by ex parte legal proceedings in court, restraining any person from breaching this Agreement, and/or may pursue a claim for damages. If Vendor is compelled by legal process to disclose any Confidential Information, then Vendor shall immediately notify MNP of such matter and shall cooperate with MNP to limit such disclosure to the maximum extent permitted by law.

13. WARRANTY: Vendor expressly warrants that all goods furnished (or services or processes performed in regard to goods) furnished by MNP to Vendor shall be of good and merchantable quality, in exact accordance with the applicable PO and the specifications therein provided, and substantially free from defects in materials and workmanship, and shall conform to all warranties that otherwise arise by implication of

law or by the conduct of the parties. All such warranties are assignable, and shall survive the later of delivery and acceptance of the goods for the longer of three (3) years or the duration of any warranty given by MNP to its customer for any part or assembly into which the goods are incorporated. The forgoing warranties shall not be deemed waived either by reason of MNP's acceptance of goods or by payment for them. Any deviations from the exact specifications provided in any PO furnished hereunder, or inclusion of any disclaimers, exclusions, limitations or modifications of any warranties, whether expressed or implied, shall have no force or effect unless specifically accepted in writing by an authorized officer of MNP. Vendor shall indemnify, defend (with legal counsel approved by MNP) and hold MNP harmless from all claims of loss or damage of every kind arising from or on account of any breach of the preceding warranties or other default by Vendor of this Contract.

14. **LEGAL COMPLIANCE:** Vendor shall comply with all applicable federal, state and local laws, regulations, and orders, in the performance of all work to be carried out hereunder, including those pertaining to protection of human health, worker safety and the environmental, whether now in effect or later being enacted or adopted. Vendor shall document its compliance, and demonstrate its compliance with any such laws or regulations upon Vendor's written demand to do so.

15. **REMEDIES:** MNP shall have all remedies available at law and in equity in the event of a breach or default of this Contract, including the right of specific performance, and the right to set off the amount of any liability of MNP to Vendor against any sums due from MNP to Vendor. All remedies stated herein are cumulative and in addition to all other legal or equitable remedies MNP may have. No modification of or limitation on the remedies available to MNP shall have any force or effect unless specifically accepted in writing by an authorized officer of MNP. In the event litigation or alternative dispute resolution proceedings are initiated to enforce this Contract, then MNP Corporation shall be entitled to an award of reasonable attorneys' fees, court costs, alternative dispute resolution tribunal fees, and similar expenses incurred to enforce this Contract. In the event MNP elects an alternative dispute resolution tribunal in lieu of litigation, then Vendor shall not object thereto, and any counter claim Vendor may have against MNP shall be heard in said alternative dispute resolution tribunal.

16. **ASSIGNMENT:** Vendor may not assign or subcontract this Contract unless such assignment or subcontract is specifically accepted in writing by an authorized officer of MNP; provided, however, no such assignment shall be deemed or construed a release or novation of Vendor unless a novation is specifically accepted in writing by an authorized officer of MNP. MNP may freely assign this contract to any parent, subsidiary or person with whom MNP merges or affiliates.

17. **APPLICABLE LAW:** This contract and every PO issued hereunder shall be construed and enforced exclusively under the laws of the State of Michigan and the applicable laws of the United States. In the event any proceeding is brought to enforce this contract, personal jurisdiction and venue shall lie exclusively in the courts of the State of Michigan or of the United States District Court, Eastern District of Michigan or, if elected by MNP, in an alternative dispute resolution tribunal, to be held in Macomb County, Michigan. Each of MNP and Vendor hereby waive, to the fullest extent permitted by law, any right they may have to assert the doctrine of forum non conveniens or to object to the venue of any

proceeding brought in accordance with this paragraph.

18. INTERPRETATION: Time is of the essence in this contract. All rights and obligations contained herein shall be binding upon and inure to the Parties, their respective successors and permitted assigns. The paragraph titles contained herein have been inserted solely as a means of reference and convenience, and shall not affect the interpretation or construction of this contract. Whenever required by the context or use herein, the singular word shall include the plural word and the masculine gender shall include the feminine and/or neuter gender, and vice versa. The word “including” when used herein, shall mean, in every case, “including, but not limited to”.

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