

STANDARD TERMS & CONDITIONS OF PURCHASE

The following Terms and Conditions shall govern all purchases of goods or services made by Orchid MPS Holdings, LLC and/or any of its affiliates or subsidiaries (collectively "Purchaser") from a third party ("Seller") and these Terms and Conditions shall apply to the exclusion of any other terms unless expressly agreed by Purchaser and Seller in writing, in which case those written terms shall prevail to the extent such terms conflict with these Terms and Conditions. These Terms and Conditions are incorporated by reference into any purchase orders or other orders that Purchaser issues or provides to Seller for goods or services (collectively, "Purchase Orders") as if expressly set forth therein, and, unless otherwise provided herein, any written acknowledgement of a Purchase Order, or any other commencement of performance or delivery of any goods or services by Seller constitutes acceptance thereof by the Seller. Such Purchase Orders shall only be for administrative purposes to specify the types of goods or services to be purchased, quantities of goods to be purchased, prices of goods to be purchased and delivery instructions. Acceptance of any Purchaser Order is limited to these Terms and Conditions and Purchaser hereby objects to any terms or conditions varying the terms hereof in any written acknowledgement or form provided by Seller; such terms shall be of no force and effect.

1. DELIVERY OF PRODUCTS/SERVICES - Purchaser's production schedules and warranties to its customers are dependent upon the agreement that deliveries of the goods and services covered by any Purchase Order will occur on the required delivery date. Therefore, time is of the essence. The date specified for delivery is the required date at Purchaser's plant, unless otherwise noted. Purchaser reserves the right to refuse any goods or services and to cancel all or any part thereof if Seller fails to deliver all or any part of any goods or perform all or any part of any services in accordance with the terms specified herein or the applicable Purchase Order. If Seller's deliveries will not meet agreed schedules, Seller must inform Purchaser immediately. Purchaser may, at its option, require Seller to ship via a more rapid route or carrier, at Seller's expense and/or require that Seller pay liquidated damages of up to three percent (3%) of the value of the Purchase Order per day for every day that the shipment or shipments are delayed. Seller agrees that this is a true estimate of the damages Purchaser will suffer as a result of any delay and said sums shall not be construed as a penalty.

2. ACCEPTANCE - Purchaser may reject any goods or services that do not conform to each provision of these Terms and Conditions, the applicable Purchase Order and any other written terms expressly agreed by the parties with respect to such goods and services. Acceptance of any part of an order shall not bind Purchaser to accept future shipments or performance of services nor deprive it of the right to return goods already accepted and shall not be deemed to be a waiver of Purchaser's right to cancel or return all or any part of the goods because of failure to conform to order or by reason of defects, latent or patent, or of other breach of warranty, or to make any claim or damages, included manufacturing cost or loss of profits, injury to reputation or other special, consequential and incidental damages occasioned by Purchaser. Such rights shall be in addition to any other remedies provided hereunder or provided by law. Delivery shall not be deemed complete until goods have been actually received, inspected and accepted by Purchaser, notwithstanding delivery to any carrier or until any services have been performed, received and accepted. If the goods do not in every respect conform to the description set forth on these Terms and Conditions, the applicable Purchase Order and in the applicable specifications or drawings, Purchaser may at any time return all or part of such goods, at the Seller's expense. Goods and/or services received as over shipment, not ordered, and/or substitution will be subject to a handling charge, and is subject to all other rights and remedies available to the Purchaser. Purchaser shall not be required to pay, return or care for any goods and/or services that exceed the order. If Purchaser decides to return any excess to Seller, all costs and risk of loss associated with the return shall be Seller's. Payment for any goods or services shall not be deemed acceptance and in no event shall Purchaser incur any liability for payment for rejected goods or services.

Seller agrees that where installation is required, if its workmen leave the work before its completion for any reason whatsoever, the Purchaser may, three days after serving written notice on Seller, employ other means of completing the work covered by these Terms and Conditions and deduct all associated costs from the Purchase Order price. Seller agrees to reimburse Purchaser for said costs in the event that the Purchase Order price has already been paid or there remains unpaid an insufficient amount to cover Purchaser's costs. Unless otherwise noted herein, completion of work includes the furnishing by Seller of all labor, materials, transportation, scaffolding, sheathing, apparatus, ways, works, machinery, water, light, heat, licenses, permits or similar items reasonably implied by the applicable Purchase Order or these Terms and Conditions as necessary to complete the work in a safe and acceptable manner.

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3. INVOICES AND PACKAGING - The goods purchased hereunder must be suitably packed and prepared for shipment to secure the lowest transportation rates or appropriately packed to comply with any specific transportation specifications of Purchaser, and in all cases, to comply with carriers' regulations. Except as otherwise written in the Purchase Order: (a) all charges for packing, crating, drayage, transportation and storage are included in the price for the goods set forth herein and will be paid by Seller and (b) when packaged item(s) leave the Seller's premises, title, and risk of loss and damage shall remain with Seller until delivery to Purchaser's place of business and inspection of product is satisfied. Purchaser may charge Seller for damage to or deterioration of any goods resulting from Seller's failure to package goods in compliance with general industry practices. Seller must include on each invoice and carton: Purchaser's Order Number; Carton and Number of Cartons in the Shipment; Seller's Invoice Number; a separate packing list for each order clearly marked which details the product's model number, make, type and serial number, and quantity. In the event that no such packing list accompanies any shipment, the count or weight or other measure of Purchaser shall be final and conclusive. Any increased charges due to Seller's failure to comply with this section shall be payable by Seller.

4. SHIPPING AND ROUTING – Seller shall follow shipping instructions shown on the applicable Purchase Order or previous routing letter or Purchaser's Inbound Routing Guide. If the Purchase Order is divided into more than one shipment, Seller shall render separate invoices with each shipment. Each Purchase Order has one invoice, more than one Purchase Order may be on one shipment. Unless otherwise stated in writing, transportation from all U.S. domestic and International shipping points is FCA – freight prepaid Seller's facility via Purchaser's preferred carrier to the Purchaser's facility at the address shown on the Purchase Order. Notwithstanding the foregoing Incoterms, Seller acknowledges that Purchaser retains the right to inspect for loss and damage to the goods until Purchaser provides final acceptance or delivery at the destination, whichever occurs later.

5. PRICE AND TERMS OF PAYMENT- This is a firm price order that includes all taxes, charges, fees, levies or other assessments now in effect or hereafter enacted. In no instance shall the price to be paid by Purchaser be increased without the prior express written agreement of Purchaser by the issuance of a revised Purchase Order. Seller shall be responsible for the remittance of taxes to the appropriate taxing authorities. Unless otherwise stated, all prices are in United States Dollars (USD). The original and one copy of a bill of lading or comparable shipping document must accompany Seller's invoices. Payment of such invoices shall be subject to a pro rata adjustment by Purchaser for any shortage in the goods shipped or defective goods rejected by Purchaser or for any failure to perform services or defective performance thereof. Invoices shall be dated no earlier than date of shipment or delivery of service. Any discount period shall be calculated from either: (a) receipt of an appropriate invoice; (b) required delivery date; or (c) date any dispute is resolved, whichever date is later. Purchaser shall pay non-discountable invoices on Net 60 terms of payment after receipt of invoice, required delivery date, acceptance, or the date any applicable dispute is resolved, whichever date is later unless specific agreement on alternate terms is reached between Seller and Purchaser. At Purchaser's option, all invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Purchaser within 10 days of Purchaser's receipt of an invoice. Once payment for the goods and services has been made to Seller, title shall pass directly to Purchaser.

6. WARRANTIES - Seller represents and warrants, with respect to any goods and services delivered or performed by Seller to Purchaser (a) that the price charged for the goods and/or services shall be no higher than Seller's then-current price to any other customer for the same quality and similar quantity of such goods or services; (b) that all goods delivered will be new, unless otherwise specified and free from defects in material and workmanship, that all goods will conform to applicable specifications, drawings, and standards of quality and performance, and that all goods will be free from defects in design and suitable for their intended purpose; (c) that the goods will be fit and safe for consumer use, if so intended; (d) that Seller owns all rights, title and interest in the goods and services and has the legal authority to sell, license or otherwise transfer the right to use or sell to Purchaser free of any encumbrances of any kind or nature; (e) that the goods and services are original to Seller and do not infringe directly or indirectly on any alleged patent, design, trademark, copyright, trade secret, or any other tangible or intangible personal or property rights of any other person or entity; (f) that all services performed shall be free from defects in material and workmanship and shall be performed in accordance with the specifications and instructions of Purchaser provided nevertheless that Seller shall retain discretion and control with respect to the manner and means of performing such services and shall at all times remain an independent contractor; (g) that the goods are and will be in compliance with all laws, regulations, rules, and orders, including (without limitation) those relating to the importation of goods into the United States, the exportation of goods out of the country of origin, the transit of goods through intermediate countries and the sale and use of foreign made goods in the United States; and (h) that the goods do not contain asbestos, lead or mercury which are banned from all products utilized in the manufacturing and assembly of Purchaser's products. All the representations and warranties

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of Seller, together with any additional service warranties and guarantees of Seller, if any, shall run to Purchaser and Purchaser's customers. Seller agrees to indemnify and hold Purchaser harmless from all claims, liability, loss, damage and expense including special, consequential and incidental damages incurred or sustained by Purchaser by reason of any breach of any of the above warranties with respect to the goods or services which are purchased hereunder.

7. QUALITY

Seller shall maintain a Quality management System that complies with ISO 9001: 2000 or ISO 13485:2003 and 21 CFR Part 820.

Seller shall notify the Orchid contact person, via written correspondence, of significant changes in the organizational management structure within (10) business days of the change so that Orchid can evaluate the potential impact. These changes include, but are not limited to, changes in management with executive responsibility or changes in management responsible for regulatory, regulatory compliance, quality or quality systems.

Seller shall notify the Orchid contact person, via written correspondence, within (10) days of any changes to the status of their Quality Management System registration/certification (ex. Loss of certification) with regard to any regulatory agency, including the Food and Drug Administration ("FDA"), Notified Body, or other governmental authority.

Management and Quality Systems changes shall be documented on Seller's letterhead and sent, via written correspondence, to the Orchid contact person.

8. CHANGES - Purchaser may at any time by written or electronic notice make changes to these Terms and Conditions or any Purchase Order, including changes to any: (a) drawings, designs, or specifications; (b) method of shipment or packing; (c) quantities; (d) delivery schedules; (e) place of delivery; and (f) instructions with respect to the rendition of services or delivery of the goods. If any such change increases or decreases the cost of, or the time required for the performance of the order, an equitable adjustment in the price and/or delivery schedule shall be made and set forth in a written modification to any Purchase Order. Any claim for adjustment by Seller under this clause must be made within thirty (30) days from the date of receipt of the written notification of change.

9. INSPECTION – Seller shall perform reasonable amounts of testing and inspection with respect to each shipment to ensure compliance with the requirements of these Terms and Conditions and the applicable Purchase Order. Upon Purchaser's request, Seller shall furnish to Purchaser, before or upon delivery of such shipments, a copy of the results of, and a certificate of analysis with respect to, each test. All goods supplied and services performed shall also be subject to inspection and test by Purchaser and its agents at all times and places, whether during or after manufacture as to goods, or performance as to services, and notwithstanding the terms of delivery or payment or, as to goods, that title has not yet passed to Purchaser. In the event that goods supplied pursuant hereto or services performed hereunder contain defects in material or workmanship or, as to services, are not performed in accordance with the specifications and instructions of Purchaser, Purchaser may require prompt correction thereof or, as to services, require that the services be rendered again at Seller's expense or, as to goods, require that the goods be replaced at Seller's expense. If such defects exist or if Seller is unable or refuses to replace the goods or render the service again promptly, Purchaser may replace such goods or obtain such services and charge Seller or deduct from amounts owed by Purchaser to Seller the costs, expenses and losses including incidental and consequential damages incurred thereby which are in excess of Seller's price for such goods or services. After notification to Seller that goods are defective, all risk of loss with respect to such goods shall be in Seller and Seller shall pay all packing and shipping charges in connection with defective goods returned by the Purchaser. Purchaser's approval of design furnished by Seller shall not relieve Seller of its obligations herein. All rights and remedies of the Purchaser hereunder shall be in addition to any other remedies provided by law.

10. INFRINGEMENT – Purchaser reserves the right at its option to return at Seller's expense any goods and cancel any Purchase Order where a claim is made (whether founded or unfounded) that Purchaser's use of the goods infringes any alleged patent, design, trademark, copyright, right of privacy, or any other tangible or intangible personal or property rights. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all liability, claims, suits, actions, losses, causes of action, judgments, damages, penalties, costs, disbursements, or expenses (including reasonable attorneys' and experts' fees) which may be asserted, alleged, demanded, claimed, recovered or otherwise incurred or sustained by Purchaser related to any alleged or actual infringement by the goods or services of any third party's patent, copyright, trade secret, trademark or other intellectual property right, whether or not Purchaser furnishes specifications.

11. INDEMNIFICATION – Seller shall, to the fullest extent permitted by law, indemnify, defend and hold Purchaser harmless from and against all potential claims, liabilities, demands, penalties, forfeitures, suits, judgments, and the associated attorney’s fees, costs and expense, including, without limitation, those relating to death or personal injury [including bodily injury, sickness, disease or death) to any person, destruction or damage to any property, contamination of or adverse effects on the environment and any clean-up costs in connection therewith, which Purchaser may hereafter incur, become responsible for or pay out as a result, relating to or caused, in whole or in part, by; (a) Seller’s breach of any of the representations or warranties or other terms or provisions of these Terms and Conditions, any Purchase Order or any other written agreement between the parties; (b) any negligent or willful acts, errors, or omissions by Seller, its employees, officers, agents, representatives or subcontractors; (c) Seller’s violation of governmental law, regulation, or orders; or (d) Seller’s goods and/or services or Seller’s performance of any Purchase Order. Purchaser shall not, under any circumstances, be liable to Seller, its agents, subcontractors or any third party for any punitive, exemplary or indirect, incidental, consequential or special damages. Seller’s indemnification obligation shall not be limited in any way by a limitation on the amount and type of damages, compensation of benefits payable by or for Seller or any subcontractor under Workers’ Compensation acts, disability benefits acts or other employee benefits acts.

12. INSURANCE - Seller agrees, if and when requested by Purchaser, to procure a policy or policies of insurance in a form satisfactory to Purchaser including endorsement specifically naming Purchaser as an insured, insuring all property of Purchaser or other party which is connected with this order and of which Seller has care, custody, control or the right of control against loss or damage resulting from fire, including extended coverage, malicious mischief and vandalism. Satisfactory evidence of such insurance shall be submitted to Purchaser within a reasonable time after request. Seller shall furnish certificates of insurance prior to start of work on Purchaser's or its customer's premises and indemnify Purchaser against all loss, damage or liability arising from such work.

13. PROPRIETARY INFORMATION AND WORK FOR HIRE - Unless otherwise agreed by Purchaser in writing, Seller shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Purchaser to Seller in connection with Seller’s performance of any Purchase Order. Such confidential and/or proprietary information includes, but is not limited to any drawings, masters, software, specifications, raw materials, parts, components, data, business information or plans provided by Purchaser to Seller. Seller shall not make any additional copies of such proprietary or confidential information except as specifically authorized by Purchaser in writing. At the completion of any Purchase Order, or upon Purchaser’s request, Seller shall promptly return to Purchaser all proprietary or confidential information. Seller shall use such information solely for Seller’s performance of any Purchase Order for Purchaser, and Seller shall not, without Purchaser’s written consent, directly or indirectly use any such information derived there from in performing services or providing goods for any other customer of Seller, or any other person or entity. In the event that Purchaser requests that Seller specially manufacture, develop or design goods for Purchaser, Seller agrees that any resulting designs, drawings, blueprints, plans, specifications, data, business information or other materials used to develop and design said goods will be considered as "work for hire" under applicable laws, and will be owned and used exclusively by Purchaser for any purpose whatsoever. Seller hereby assigns all of Seller’s right, title and interest that Seller now has or in the future acquires in all such intellectual property or intangible rights.

14. PURCHASER’S PROPERTY- Except as otherwise specified by Purchaser in writing, all tools, dies, gauges, fixtures, or other means required to execute this order shall be supplied by Seller. Any such items paid for by Purchaser or furnished to Seller without cost to Seller shall be the property of Purchaser and shall be used only in filling orders from Purchaser. All work product developed by Seller and provided to Purchaser are and shall remain the personal property of Purchaser. Seller acts as a Bailee and Seller shall indemnify and hold harmless Purchaser from any loss or damage to said property which is caused by or as a result of negligence, act or omission on the part of Seller or its agents, employees or others until such time as such property is delivered into the possession of Purchaser. With respect to such property, Seller will: (a) make and affix such markings thereon as Purchaser may direct; (b) make no change, modification or alteration thereto without Purchaser's written consent; (c) make no use thereof, except in the production of material ordered by Purchaser; (d) store the same without charge to Purchaser in separated racks or in sections of Seller's plant, in either case, clearly marked "Property of ORCHID ORTHOPEDIC SOLUTIONS" and (e) maintain the same in good condition excepting only ordinary wear and tear. If Seller acquires tools or manufactures them in connection with this order and charges Purchaser for the use thereof or a tool service charge in connection therewith, Purchaser may, at its option, upon completion or termination of any Purchase Order, elect to take title to such tools and upon receiving notice of such election, Seller will deliver such

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tools to Purchaser upon payment by Purchaser to Seller of that portion of the cost of such tools which was incurred by Seller at its expense.

15. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - The Seller warrants that the goods covered by any Purchase Order have been produced in accordance with the requirements of the Fair Labor Standards Act (29 USCA 201-219) and all other applicable federal, state and municipal laws and regulations. Seller is an equal opportunity employer and agrees to perform all of the duties and obligations imposed by the equal employment opportunity and affirmative action clauses of the United States Department of Labor's regulations with regard to Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC 4212) and implementing regulations at 41 CFR Chapter 60 and will comply with the provision in Chapter 470 of Executive Order 13201, Notification of Employee Rights Concerning Payment of Union Dues or Fees. Seller shall abide by the requirements of 41 CFR Sections 60-1.4(a), 60-300.5(a) and 60-741.5(a) which prohibit discrimination against qualified individuals based on their status as Protected Veterans, Individuals with Disabilities or discrimination based on their race, color, religion, sex or national origin. Each of these is hereby incorporated by reference and notifies qualified vendors and subcontractors of these same obligations.

16. CUSTOMS, & EXPORT CONTROLS AND OFFSET/COUNTER TRADE CREDIT

A. Credits and Refunds. Transferable credits or benefits associated with or arising from products purchased subject to these Terms and Conditions, including trade credits, export credits or rights to the refund of duties, taxes or fees belong to Purchaser. Seller shall, at its expense, provide information necessary (including written documentation and electronic transaction records in Purchaser-approved formats) to permit Purchaser to receive these benefits, credits, or rights. Seller will furthermore, at its expense, provide Purchaser with information, documentation, and electronic transaction records relating to the products necessary for Purchaser to fulfill any customs-related obligations, origin marking or labeling requirements and certification or local content reporting requirements, to enable Purchaser to claim preferential duty treatment for products eligible under applicable trade preference regimes, and to make all arrangements that are necessary for the products to be covered by any duty deferral or free trade zone programs(s) of the country of import. Seller shall, at its expense, provide Purchaser or Purchaser's nominated service provider with export documentation to enable the products to be exported, and obtain all export licenses or authorizations necessary for the export of the products unless otherwise indicated in these Terms and Conditions, in which event Seller will provide all information as may be necessary to enable Purchaser to obtain such licenses or authorization(s).

B. Customs-Trade Partnership Against Terrorism. To the extent any goods covered by these Terms and Conditions are to be imported into the United States of America, if requested by Purchaser, Seller shall comply with all applicable recommendations or requirements of the Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism ("C-TPAT") initiative. Upon request, Seller shall certify in writing its compliance with the C-TPAT initiative.

C. Export Compliance Certification. On request by Purchaser, Seller shall certify to Purchaser, on a form acceptable to Purchaser, certain information required to assure compliance with any applicable U.S. Export Control Regulations in relation to all transactions subject to these Terms and Conditions. An acceptable certification from Seller shall be required for Orchid Orthopedic Solutions to place or to continue any order subject to these Terms and Conditions, and an unacceptable response is a basis for termination by Purchaser without cost or penalty. Seller shall comply with the export control regulations of all countries from which Seller exports products in furtherance of its obligations under these Terms and Conditions.

D. Offset of Counter Trade Obligations. In connection with the sale of Purchaser's (or Purchaser's affiliates) products and services to certain foreign governments, Purchaser may incur direct and/or indirect offset/counter trade obligations. Seller agrees that Purchaser, its subsidiaries and affiliates shall have the rights to any available offset or counter trade credits that may be obtained from purchases subject to these Terms and Conditions as offset credit or counter trade credit in support of any present or future offset or counter trade obligations, in Seller's country. Purchaser shall have the right to assign, sell, or otherwise transfer such credits to third parties of its choice to be used in meeting the offset obligations of said third parties. Seller will use its best reasonable efforts to assist Purchaser in obtaining offset or counter trade

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benefits related to purchases made by Purchaser subject to these Terms and Conditions from the appropriate government officials in Sellers's country.

17. FORCE MAJEURE - Discontinuance of, or substantial interference with Purchaser's business, in whole or in part, caused by fire, flood, earthquake, strikes, war, Acts of God, embargo, civil commotion, governmental regulation, or other causes beyond Purchaser's control (whether like or unlike the foregoing), shall give Purchaser the option of canceling all or any part of the undelivered goods and/or services covered by any Purchase Order without incurring liability with respect to the goods and/or services so cancelled.

18. SET OFF – Purchaser has the right to set off any sums due to Seller or any of its affiliates, under any Purchase Order, against any sum due from Seller to Purchaser for damages, refunds or otherwise, whether or not those sums are due to Purchaser under that Purchase Order.

19. TERMINATION - Purchaser reserves the right to terminate any Purchase Order or delay delivery or acceptance of any of the goods and/or services ordered for its convenience prior to delivery. In such event, Seller shall immediately stop all work and observe any instruction from Purchaser as to work in progress. In addition, Purchaser may, by written notice to Seller, terminate the whole or any part of any Purchase Order if (a) Seller fails to perform any provisions of this order or so fails to make progress as to endanger performance of this order in accordance with its terms, or (b) Seller becomes insolvent or the subject of proceedings under any law relating to bankruptcy or the relief of debtors or admits in writing its inability to pay its debts as they become due. If any Purchase Order is so terminated, Purchaser may procure or otherwise obtain, upon such terms and in such manner as Purchaser may deem appropriate, supplies or services similar to those terminated. Seller shall be liable to Purchaser for any excess costs of such similar supplies or services. Seller shall transfer title and deliver to Purchaser, in the manner and to the extent requested in writing by Purchaser at or after termination such complete goods, partially completed goods and materials, parts, tools, dies, patterns, jigs, fixtures, plans, drawings, information and contract rights as Seller has procured or acquired for the performance of the terminated part of this order, and Purchaser shall pay Seller the Purchase Order price for completed goods delivered to and accepted by Purchaser and the fair value of the other property of Seller so requested and delivered. Seller shall continue performance of this order to the extent not terminated. Purchaser shall have no obligations to Seller in respect of the terminated part of any Purchase Order. Purchaser's rights as set forth herein shall be in addition to Purchaser's other rights in case of Seller's default, whether set forth in this order or not.

20. ASSIGNMENT – No Purchase Order and any right or obligation or performance thereunder is assignable or delegable by the Seller without the prior written consent of the Purchaser, and any such attempted assignment or delegation shall be void and ineffective for all purposes. Seller shall not subcontract for complete or substantially complete parts of work without Purchaser's prior written approval.

21. NON WAIVER – Purchaser's right to require strict observance or performance of each of the terms and provisions hereof shall not be affected by concurrent waiver of any other term or provision or by any previous waiver, forbearance of course of dealing.

22. AMENDMENT – These Standard Terms and Conditions may be amended only by a writing signed by Purchaser.

23. APPLICABLE LAW; VENUE – All Purchase Orders and these Terms and Conditions shall be governed by the laws of the State of Michigan, U.S.A, except for its provisions regarding principles of conflicts of laws. Any court action arising under this under any Purchase Order or these Terms and Conditions shall be exclusively venued in Ingham County, Michigan, U.S.A., in either federal or state court, as is appropriate.

24. SEVERABILITY – If any provisions of these Terms and Conditions, any Purchase Order or Purchaser's attachments hereto are deemed invalid or unenforceable, the remaining provisions shall be construed as though such provision does not appear herein and shall be otherwise fully enforceable.

25. AUDIT RIGHTS -If requested by Purchaser, Seller and its authorized representatives will permit Purchaser at any time with reasonable notice to: (a) examine all pertinent documents, data and other information relating to the goods, tooling, Seller's obligations under any Purchaser Order or otherwise subject to these Terms and Conditions, any payment made to Seller by Purchaser or any claim made by Seller; (b) view any facilities or processes relating to the goods or any Purchase Order, including those relating to production quality; (c) audit any facilities or processes to determine compliance with the requirements of any Purchase Order issued by Purchaser and these

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Terms and Conditions; and (d) dispatch an inspection service to perform Purchaser directed independent verification of Seller product at Seller's premises and with Seller's inspection equipment Any examination under this section shall be conducted during normal business hours and upon reasonable advance written notice to Seller. Seller must keep all documents for a period of at least 6 years after final payment is received under these Terms and Conditions.

26. PRODUCT RECALL - If a recall is required under the law or Purchaser determines that it is advisable, Seller and Purchaser shall promptly develop a Corrective Action Plan which shall include all actions required by an applicable consumer protection or similar law and any applicable regulations and provide Purchaser with an opportunity to review and approve such plan. To the extent a recall is determined to have been caused by a defect, quality or performance deficiency, other deficiency, non-conformance or non-compliance, which is the responsibility of Seller, at Purchaser's election, Seller shall perform all necessary repairs or modifications at its sole expense, or Purchaser shall perform such necessary repairs or modifications and Seller shall reimburse Purchaser for all reasonable out-of-pocket costs and expenses incurred by Purchaser in connection therewith. In either case, Seller shall reimburse Purchaser for all reasonable out-of-pocket costs and expenses incurred by Purchaser in connection with any recall, repair, replacement, or refund program including but not limited to: (a) investigating and/or inspecting the affected goods; (b) locating, identifying, and notifying Purchaser's customers; (c) repairing, or where repair of the goods is impracticable or impossible, repurchasing or replacing the recalled goods; (d) packing and shipping the recalled goods and (e) media notification, if such form of notification is needed or required. Each party shall consult the other before making any statements to the public or a governmental agency relating to potential safety hazards affecting the goods, except where such consultation would prevent timely notification required by law.

27. RESTRICTED MATERIALS – Seller covenants that none of the goods sold or transferred to Purchaser contains any: (a) of the following chemicals: arsenic, asbestos, benzene, beryllium, carbon tetrachloride, tetrachloroethylene, methyl chloroform, polychlorinated biphenyls ("PCBs"), polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"); (b) chemical or hazardous materials otherwise prohibited pursuant to Section 6 of U.S. Toxic Substances Control Act ("TSCA"); (c) chemical or hazardous material otherwise restricted pursuant to EU Directive 2002/95/EC (the "ROHS Directive"); (d) designated ozone depleting chemicals as restricted under the Montreal Protocol (including, without limitation, 1,1,1 trichloroethane, carbon tetrachloride, Halon-1211, 1301 and 2402, and chlorofluorocarbons ("CFCs") 11-13, 111-115, 211-217); (e) substance listed on Regulation (EC) No. 1907/2006 of the European Parliament and the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"), Candidate List, subject to authorization, and restricted under EU Directive 2011/65/EU and when it shall be repealed, and any related Annexes thereto; (f) any Conflict Minerals as defined by the Dodd-Frank Wall Street Reform and Consumer protection Act (US Public Law 111-203) and implementing regulations, and/or law or regulation of any jurisdiction that prohibits or requires reporting of the purchase or sale of products that contain any Conflict Mineral that originated in the Democratic Republic of the Congo or an adjoining country; or (g) other chemical or hazardous material the use of which is restricted in any other jurisdiction to or through which Purchaser informs Seller the goods are likely to be shipped to or through which Seller otherwise has knowledge that shipment will likely occur, unless with regard to all inclusion of such chemicals or hazardous materials in goods sold or transferred to Purchaser. Upon request from Purchaser and subject to reasonable confidentiality provisions which enable Purchaser to meet its compliance obligations, Seller will provide Purchaser with the chemical composition, including proportions, of any substance, preparation, mixture, alloy or goods supplied under any Purchase Order and any other relevant information or data regarding the properties including without limitation test data and hazard information. To the extent products are imported into the EU, Seller hereby certifies that the products comply with the EU REACH regulations, Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH").

28. HAZARDOUS SUBSTANCES - To the extent required by applicable law, Seller shall be responsible for the collection, treatment, recovery and/or disposal of (a) the products or any parts thereof when they are deemed by law to be "waste"; and (b) any items for which the products or any parts thereof are replacements. If Seller is required by applicable law, including without limitation, waste electrical and electronic equipment Legislations, European Directive 2012/19/EU and related Legislations in EU Member States, to dispose of "waste" products or any part thereof, Seller shall dispose of such products entirely at its own cost (including all handling and transportation costs).

29. LIEN WAIVERS – Seller shall furnish, upon Purchaser's request, waivers by Seller and all other persons entitled to assert any lien rights in connection with the performance of any Purchase Order and shall indemnify

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Purchaser against all costs, loss or liability incurred by Purchaser as a result of any failure by Seller or any other person to comply with this provision.

30. SELLER COMPLIANCE – In performing its obligations subject to these Terms and Conditions or relating to any Purchase Order, Seller shall operate in a manner consistent with the OECD Guidelines for Multinational Enterprises and within the framework of the Universal Declaration of Human Rights. In addition, in all wage and benefit, working hours and overtime and health, safety and environmental matters, Seller shall comply with all applicable laws and regulations. Seller further agrees that, if requested by Purchaser, it shall demonstrate, to the satisfaction of Purchaser, compliance with all requirements in this paragraph. Purchaser shall have the right to inspect any site of Seller involved in work for Purchaser, and failure to comply with the obligations in this paragraph shall be cause for immediate termination without penalty or further liability to Purchaser.

31. SELLER PROTOCOL – Seller is expected to conduct itself in a fair and open manner, and together with Purchaser strive to "do the right thing always" with respect to business conduct, ethics and corporate citizenship. Seller is expected to be truthful, strictly adhere to the letter and the spirit of all laws, provide high-quality products and services, conform to locally accepted standards of good corporate citizenship, promote and sustain a work environment that fosters mutual respect, openness and individual integrity as well as be a global citizen by never letting the end justify the means and always living up to ethical, environmental and social responsibilities.

32. GOVERNMENT CONTRACTS – If work is to be performed under a government contract or subcontract, mandatory flow-down Federal Acquisition Regulation (FAR) provisions are incorporated herein by reference. If any provision of these Terms and Conditions or any Purchase Order is inconsistent with any terms under such government contract, then such government contract terms shall control.

33. INDEPENDENT CONTRACTOR - The relationship between Purchaser and Seller is that of independent contractors and not that of partners, principle and agent, joint ventures, employment or similar types. Neither party has and neither party shall receive as a result of these Terms and Conditions or otherwise any right or authority to assume responsibility or create any liability on behalf of the other in any manner.

34. ENGLISH LANGUAGE - All of Seller's communication with Purchaser and information provided to Purchaser shall be supplied in the English language. Translations may be made for convenience, but the English versions shall be the controlling legal document.

35. LICENSING INTELLECTUAL PROPERTY – Seller grants Purchaser all rights and licenses necessary for Purchaser and its subsidiaries and affiliates to use, transfer, pass-through, sell, modify, repair or rebuild the products and services and to exercise the rights granted under any Purchase Order.

36. ENTIRE AGREEMENT – These Terms and Conditions, together with any Purchase Orders issued by Purchaser, are intended by the parties as a final expression of their agreement and also is a complete and exclusive statement of the terms thereof, any prior oral or written agreements as to the same subject matter notwithstanding. These Terms and Conditions may not be modified or terminated orally, and neither modification nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification or waiver is sought to be enforced.

37. SPECIAL REQUIREMENTS OR EXCEPTIONS
