

HOLLAND, L.P. ("HOLLAND")
PURCHASE ORDER -- TERMS AND CONDITIONS

Unless this Purchase Order expressly provides otherwise, it is limited to the terms and conditions set forth herein. Holland hereby objects to any additional or different terms and conditions proposed by Seller in any proposal, quotation, acknowledgment or other document. Any such proposed terms and conditions shall be void and the terms and conditions herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the parties. When used in this Purchase Order, the term "Goods" means the items, materials, equipment, tooling, parts and/or work or services supplied pursuant to this Purchase Order.

1. **ACCEPTANCE AND MODIFICATIONS.** This Purchase Order ("Order"), whether or not issued with reference to a quotation or proposal of Seller, shall constitute an offer. Acceptance by Seller is expressly limited to the terms and conditions hereof and is evidenced by commencement of performance. No changes or modifications in this Order shall be valid unless confirmed in writing by Holland.

2. **PACKING AND TRANSPORTATION.** No charge for packing or transportation will be allowed except as provided for in this Order.

3. **SHIPMENT/DELIVERY** Seller shall ship/deliver Goods in accordance with instructions and specifications set forth in this Order. If Goods are not shipped/delivered in accordance with Holland's instructions and specifications, Seller shall be responsible for any additional costs incurred by Holland as a result of Seller's failure to comply with such instructions and/or specifications.

4. **EXTRAS. CHANGE ORDERS. DELAYS.** Holland will not accept any modifications or substitutions, unless it authorizes them in writing before delivery and performance. Seller waives all claims for additional compensation due to alleged changes or extras, unless, before starting any changes or extras, it receives written authorization from Holland. Seller waives all claims for additional compensation due to acts or omissions by Holland or anyone else, unless it gives Holland notice in writing within thirty (30) days. Seller waives all claims for additional compensation due to delays by Holland or any other cause, and agrees to accept only an extension of time equal to the time lost, as determined by Holland.

5. **PAYMENT.** Unless otherwise stated in this Order, invoices for Goods shall be paid net 30 days from the date of receipt of the invoice or receipt of the Goods, whichever is later ("Payment Due Date").

6. **EXCESS GOODS.** Except for customary quantity variations recognized by trade practice, Goods in excess of those specified in the Order will not be accepted, and such Goods will be held at Seller's risk. Holland shall have no obligation to keep or preserve any excess Goods delivered by Seller. Holland may, and at Seller's request shall, return the excess Goods at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller.

7. **FABRICATION AND MATERIAL COMMITMENTS.** Unless otherwise authorized in writing by Holland, Seller shall not make commitments for materials or fabricate or assemble in advance of time reasonably necessary to comply with the terms of this Order.

8. **TERMINATION.** Holland may terminate this Order for its convenience, in whole or in part, by written or electronic notice at any time. If this Order is terminated for convenience, any claim of Seller shall be settled on the basis of reasonable costs incurred by Seller in the performance of this Order for labor and materials which are not usable by Seller for other goods it manufactures. Materials for which Seller is reimbursed shall become the property of Holland and be surrendered to it upon Holland's request. Seller shall safeguard and shall not destroy such materials without Holland's consent.

9. **DELAYS.** If Seller fails or refuses to proceed with this Order, or if Seller fails to make timely delivery, Holland may cancel the then remaining balance of this Order unless the delay is an "excusable delay" as hereinafter defined. An "excusable delay" shall not constitute a default under this Order. The term "excusable delay" as used in this section means any delay in making deliveries which results without fault or negligence on the part of the Seller and which is due to causes beyond its control including, without limitation, acts of God or of irresistible force, any legal provision or order issued by Government or any other act of Government, fires, floods, epidemics, quarantine restrictions, unusually severe weather, and delays of a party's supplier due to such causes. For greater certainty, "excusable delay" does not include any strike, lock-out, labor dispute or inability to obtain labor, utilities, services or raw materials. Seller shall promptly notify Holland of any such delay and the cause thereof.

10. **INSPECTION AND ACCEPTANCE.** Holland, at its option, may inspect and/or test the Goods at Seller's plant, off site, and/or the point of destination. Holland shall have the right to monitor Seller's inspection, quality and reliability procedures and review the data supporting same. Acceptance of the Goods by Holland shall not relieve Seller from any of its obligations and warranties hereunder. In no event shall payment or transfer of title constitute acceptance of the Goods.

11. **QUALITY AND WARRANTY.** Seller expressly warrants that all Goods covered by this Order will conform to the standards, specifications, drawings, samples, models, 3-D geometry or other description furnished or expressly adopted by Holland, and will be of good material and workmanship, and free from defects, including defect in design (if Seller's design) and, if custom-designed by Seller for the application specified by Holland, be comparable in quality to similar custom-designed goods sold for similar applications, and if the Goods are not ordered to Holland's specifications, Seller further warrants that they will be of merchantable quality and fit and sufficient for the purpose intended. Seller further warrants that all Goods covered by this Order, including but not limited to components and material furnished for or incorporated into the Goods, including Goods intended for distribution as

HOLLAND, L.P. ("HOLLAND")
PURCHASE ORDER -- TERMS AND CONDITIONS

service parts, will comply with all applicable Federal, State, Provincial and local statutes, laws, regulations, orders, and ordinances, including, without limitation, all environmental and occupational health and safety laws and industry standards and Holland's specifications that restrict or prohibit certain chemical compounds as constituents of Goods. Seller also warrants that its processes shall comply with all current industry safety standards, including labeling requirements and adequate warnings as required.

12. **DEFECTIVE GOODS.** If any of the Goods fail to meet the warranties contained in Section 11 (a "Nonconformity"), Seller shall, upon notice from Holland, promptly correct or replace those Goods at Seller's expense. If Seller shall fail to adequately address the Nonconformity, then Seller shall reimburse Holland for all costs to correct or replace the Nonconformity in the Goods. If Seller fails to do so, Holland may cancel this Order as to all such Goods, and in addition, may cancel the then remaining balance of this Order. After notice to Seller, all such Goods will be held at Seller's risk. Holland may, and at Seller's direction shall, return such Goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment for such Goods shall be refunded by Seller unless Seller promptly corrects or replaces the same at its expense. If any field problem occurs as a result of a Nonconformity in the Goods and is sufficiently serious and widespread to threaten Holland's marketing of its end product or Holland's reputation, or poses a previously unforeseen safety hazard or causes any governmental agency, including, without limitation, a governmental consumer product safety agency or Federal Agency of Consumer's Protection or the United States Consumer Products Safety Commission, to require a change in Holland's end product, such that a recall or Product Improvement Program (a "PIP") is a reasonable corrective action, Seller shall pay forthwith to Holland all costs and expenses reasonably incurred by Holland in taking such corrective action. If the corrective action is necessary in part because of a Nonconformity in the Goods provided, and in part because of an act or omission of Holland, said costs and expenses shall be allocated between the parties pro rata according to their respective percentage of fault.

13. **MANUFACTURING CHANGES.** Seller shall give Holland not less than sixty (60) days prior, written notice of any specification, design, part number or other identification changes, or any major changes in process or procedure or changes in the location of the manufacturing plant or place where Seller performs any of its obligations under this Order if any such changes may affect the Goods.

14. **INDEMNIFICATION.** Seller shall protect, defend, hold harmless and indemnify Holland its subsidiaries, affiliates, authorized dealers and distributors and their officers, directors, employees, agents, successors, assigns, and customers, from and against any and all claims, suits, allegations, judgments, actions, liabilities, losses, damages, costs and expenses, including, but not limited to, attorney's fees and expenses (the "Loss") arising out of, resulting from, related to or associated with: a) injury, loss or damage of any nature or kind claimed by a third party, and caused by or arising from, or alleged to have been caused by or arising from, or existing because of, infringement or alleged infringement, of any patent or copyright, or wrongful use of third-party trade secrets or proprietary information, for or on account of the manufacture, sale, offer for sale, or use of any Goods;. b) Seller's negligence, strict liability or other claim involving the design, manufacture, material and/or workmanship of the Goods or the warnings or lack thereof; c) Seller's breach of this Order; or d) Seller's possession, use, repair or maintenance of the Property under Section 17. If the use or sale of any Goods furnished hereunder is enjoined as a result of Seller's infringement or wrongful use of third party intellectual property, proprietary information, or trade secrets, Seller shall, at its option and at no expense to Holland, shall obtain for the party to be indemnified (including Holland's customers, if applicable) the right to use and/or sell the Goods or substitute equivalent Goods and extend this indemnity thereto.

15. **INDEMNIFICATION PROCEDURE.** Failure of Holland to discover and/or remedy the act(s) or omission(s) in Section 14 shall not excuse Seller from this obligation. Holland shall promptly notify Seller in writing of the Loss. Holland shall cooperate in, but not be responsible for the investigation and defense of the action in respect of the Loss or for any costs and expenses associated therewith. Should Seller fail to assume its obligation hereunder, Holland shall have the right, but not the obligation, to defend itself and to thereafter require Seller to reimburse and indemnify Holland for any and all costs and expenses, including legal fees, paid by Holland in connection therewith. Any insurance maintained by Seller as required by the terms of this Order shall in no way be interpreted as relieving Seller of any responsibility under this section. Sections 14 and 15 shall survive termination, cancellation or expiration of this Order.

16. **INSURANCE REQUIREMENTS.** Seller will maintain insurance coverage and will provide proof of insurance coverage as required by Holland upon request. Such insurance coverage shall be obtained and maintained at the sole cost and expense of Seller from an internationally recognized insurance company authorized to operate in the place in which the Goods are transiting by and the place to which the Goods are shipped. Such insurance coverage shall include at least (i) risks derived from commercial general liability, (ii) risks of transportation of the Goods, and (iii) general civil liability of Holland and Seller arising out of acts and/or omissions with respect to damage, loss, injury to third parties that occur in connection with the Goods. The minimum coverage that the insurance policies shall have, shall be, at least, the standard amount granted for each particular occurrence by the insurance company so selected.

17. **BAILMENT.** Machinery, equipment, tools, jigs, dies, patterns, drawings, specifications and samples furnished to Seller by Holland ("Property") shall be held by Seller as bailee. Upon the completion of this Order, all such Property shall be returned to Holland or otherwise satisfactorily accounted for by Seller. Seller, at its expense, shall insure all such Property for the reasonable value thereof against loss or damage of any kind.

18. **CERTIFICATION.** Seller hereby certifies that it will fully comply with Executive Order 11246, as amended by Executive Order 11375, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of

HOLLAND, L.P. ("HOLLAND")
PURCHASE ORDER -- TERMS AND CONDITIONS

1974, as amended, Executive Order 11625, as amended, and Executive Order 13201 and the rules and regulations issued thereunder which are incorporated by reference as appropriate. Seller commits itself to such compliance by acceptance of this Order.

19. **APPLICABLE LAWS.** Seller, in the performance of this Order, shall comply with all applicable federal, state, and local statutes, laws, regulations, order and ordinances and agrees, upon request, to furnish a certificate to such effect in such form as Holland may from time to time require. Seller, in the performance of this Order, shall comply with the provisions of the United States Fair Labor Standards Act of 1938, as amended. This order and the rights and obligations of the parties hereunder, shall be construed and interpreted in accordance with the laws applicable in the State of Illinois, without regard to conflict of law principles. Likewise, the parties expressly agree to submit to the jurisdiction of the Courts sitting in the State of Illinois, and hereby expressly waive all rights to any other jurisdiction to which they may now or hereafter have by reason of its present or subsequent domiciles, or otherwise.

20. **PACKAGING AND LABELING LAWS.** Seller shall package, transport and label the Goods and their containers in accordance with all applicable federal, state, provincial and local packaging, shipping and labeling laws and regulations in effect in the place to which the Goods are shipped or as specified otherwise by Holland.

21. **SPECIAL TOOLS.** Unless otherwise stated, all special tools, dies, jigs, patterns, machinery and equipment needed by Seller for the performance of this Order shall be obtained by Seller at its expense and shall be the property of Seller.

22. **ASSIGNMENT.** Neither party shall assign or transfer this Order or any interest therein or monies payable thereunder without the prior, written consent of the other party, and any assignment made without such consent shall be null and void, except that Holland may assign this Order and its interest therein to any affiliated corporation or to any corporation succeeding to Holland's business without the consent of Seller.

23. **TAXES.** Unless otherwise stated, the prices do not include sales, use, excise, and similar taxes applicable to the Goods or the materials used in the manufacture of Goods. All such taxes and charges shall be shown separately on Seller's invoices.

24. **REMEDIES.** No remedy herein provided shall be deemed exclusive of any other remedy allowed by law.

25. **CONFIDENTIALITY.** This Order and any material transmitted herewith may contain information confidential or proprietary to Holland, its subsidiaries or affiliates and such information is not to be used by Seller other than the purpose for which it was transmitted to Seller. Seller shall hold such information in strictest confidence and not disclose such information to third parties without the prior, written consent of Holland. Seller will execute a confidentiality and non-disclosure agreement as required by Holland.

26. **Holland'S PROPERTY.** Holland shall have sole ownership of all right, title and interest in any items or materials (including those supplied or financed by Holland), copyrighted works, work product, works of authorship, inventions conceived by Seller or any of its employees or contractors or any other intellectual property resulting from or arising in connection with the performance of the Seller or any of its employees or contractors under this Order, being considered that the Seller and any of its employees or contractors were hired for such purpose. Seller hereby irrevocably waives any rights it has in any such copyrighted works and assigns all copyrights and patent rights in inventions to Holland. For such purpose, Seller shall execute an Agreement with its employees and/or contractors acknowledging the above and establishing the obligation to carry out such assignment in favor of the Purchaser.

27. **SAFETY.** Seller and all individuals that Seller assigns, or sub-contracts with, to perform work or services at Holland's facilities shall comply with Holland's safety policy and regulations, as well as all occupational, health, safety and environmental legislation and regulations and all applicable industry standards.

28. **RIGHT TO AUDIT CLAUSE.** Holland shall have the right to perform audits from time to time of Seller's costs and other items related to the terms of this Order. Seller shall, upon reasonable request and during reasonable business hours, make available for examination and reproduction by Holland and its duly authorized agents, such books, records, and invoices of Seller as may be necessary to perform an audit pursuant to this Section. Such audits may be performed while this Order is in effect or within one year after its termination.

29. **INDEPENDENT CONTRACTOR.** Seller is an independent contractor. All individuals that Seller assigns, or sub-contracts with, to perform work or services are deemed to be Seller's "employees". Nothing in this Order, and no conduct, communication, trade practice or course of dealing between the parties or their subsidiaries or affiliates, shall be interpreted or deemed to create any partnership, joint venture, agency, or fiduciary relationship.

30. If any provision of this Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Order will remain in full force and effect. Any provision of this Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.