

Allied Plastics LLC

Terms and Conditions of Sale

- 1. Binding Effect; Notice:** These are the terms and conditions for the purchase of goods ("Goods") and/or services ("Services") from Allied Plastics LLC ("Allied Plastics") by any purchaser ("Purchaser"). No additional terms, different terms, exclusions, or modifications shall be effective against Allied Plastics without the express written consent of an authorized officer of Allied Plastics. Any attempt by Purchaser to add, exclude, or modify these terms (including by way of submitting a purchase order with standard purchase terms) shall be deemed to be material, is objected to, and shall have no effect. Any and all contracts between Allied Plastics and Purchaser shall be deemed to include these terms and conditions (all contracts collectively, including these terms and conditions, are the "Agreement").
- 2. Acceptance of Purchase Orders:** Purchaser agrees to be subject to these terms and conditions in their entirety upon award of a purchase order to Allied Plastics. All purchase orders must be commitments with a definitive price and quantity. No purchase order, whether or not submitted in response to a quotation by Allied Plastics, shall be binding until acceptance by Allied Plastics and no such acceptance shall be deemed an agreement to be bound by any terms other than the terms hereof. All orders are subject to credit approval by Allied Plastics, rejection or modification due to required delivery date or raw material availability, and minimum order quantities. No lead times are guaranteed unless otherwise stated in writing by Allied Plastics. Prices in quotations are effective for 30 days unless otherwise stated in writing by Allied Plastics. For existing purchase orders, or any blanket purchase orders, Allied Plastics may change its prices at any time upon written notice. Any temporary surcharge imposed on Allied Plastics will be passed on to Purchaser during the period of time the surcharge is in effect.
- 3. Tooling/Security Interests:** Allied Plastics shall have and reserves all rights, claims, remedies, and liens, as a plastics fabricator to the fullest extent of the law in any and all masters, models, patterns, tools, dies, molds, jigs, fixtures, forms, and designs that are used in the fabrication or manufacture of plastic products, as well as in all plastic products manufactured under Wis. Stat. § 779.47 or any successor statute, or under any other applicable law. Purchaser further grants and Allied Plastics retains a security interest in all of the Goods sold hereunder and the proceeds thereof until the purchase price is paid in full. Purchaser authorizes Allied Plastics to file any notice or financing statement that Allied Plastics shall reasonably deem necessary to ensure a security interest in the Goods hereunder, and shall take such other action requested by Allied Plastics as may be required to perfect, maintain, or defend Allied Plastics' security interest in any collateral. In the event that Allied Plastics has possession of a mold, die, or other equipment or property owned by Purchaser, Allied Plastics' maintenance and repair obligations shall be limited to those to which it has expressly agreed in writing.
- 4. Storage of Tooling:** All active production tooling owned by Purchaser will be stored at a facility that is owned or leased by Allied Plastics. Purchaser is responsible for all appropriate insurance coverage on the tooling they own while at a facility owned or rented by Allied Plastics. Purchaser-owned production tooling will be downgraded to an inactive status in the event that no production parts the tooling was designed for are purchased by the Purchaser in any rolling twelve-month period. In the event the Purchaser-owned production tooling is downgraded to an inactive status, written notice will be sent to the Purchaser requiring the Purchaser to elect to either i) make arrangements for the return of the tooling to the Purchaser at the sole expense of the Purchaser, ii) instruct Allied Plastics to dispose of the tooling in whatever manner Allied Plastics in its sole discretion, deems appropriate or iii) instruct Allied Plastics to continue to hold the tooling in accordance with the terms and conditions of the Tooling Storage Lease Agreement which will be delivered to Purchaser with such written notice. In the event that Purchaser fails to respond to Allied Plastics with written instructions regarding the disposition of the tooling (or, in the event the Purchaser elects to continue to have Allied Plastics store the tooling in accordance with the terms and conditions of the Tooling Storage Lease Agreement but does not return an executed copy of such document together with a check for the rent for the first year of the term of the Tooling Storage Lease Agreement) within a period of 45 days after the delivery by Allied Plastics of the

forementioned notice, Allied Plastics shall have the right, but not the duty, to dispose of the tooling in accordance with the laws of the State of Wisconsin applicable to the disposition of abandoned personal property at a leased location.

5. **Title; Risk of Loss; Shipping and Delivery:** Title and risk of loss to Goods shall pass to Purchaser at Allied Plastics' point of shipment. Purchaser assumes all risks and liabilities arising out of unloading, discharge, storage, handling and use of the product, or arising out of compliance or non-compliance with federal, state, municipal or local laws and regulations governing or controlling such activity, except to the extent, if any, attributable to Seller's gross negligence or willful misconduct. Except to the extent attributable to the product failing to meet the express warranties set forth in paragraph 13, Purchaser will indemnify, defend and hold Allied Plastics harmless from all costs, expenses, damages, judgements or other loss, including costs of investigation, litigation and reasonable attorney's fees, arising out of Purchaser's selection, use, sale and further processing of Goods. Any dates quoted by Allied Plastics for delivery of any products are estimates only, and unless stated in writing, Allied Plastics will not be liable for any charges resulting from either late or early delivery of products from the date quoted no matter the cause. Allied Plastics reserves the right to ship overruns and underruns as previously communicated in writing, or in the absence of specific terms, those that are customarily and commercially reasonable and acceptable in the industry, and to invoice Purchaser therefore. Prices quoted are F.O.B. Allied Plastics' point of shipment and are for quantities produced and shipped at one time.
6. **Payment:** Unless otherwise agreed to by Allied Plastics in writing, payment terms are Net 30 days. Changes or attempts to change payment terms by Purchaser will not be recognized, unless approved in writing through the office of the Allied Plastics CFO. Payment must be made in United States Dollars. A returned check charge of \$30.00 applies to all dishonored checks presented by Purchaser. All terms are based on credit approval. Purchaser agrees that Allied Plastics shall be entitled to make or change any or all credit decisions concerning sales in Allied Plastics' discretion, including a refusal to sell or any change in payment terms. Purchaser shall not have a right of set off or offset of any kind. All indebtedness outstanding after the due date shall be subject to a late fee of 1.5% per month (18% annually), unless such rate exceeds the highest rate permitted by law, in which event the rate shall be highest permissible by law. Purchaser agrees to pay Allied Plastics' legal fees of 25% of the amount owed, plus expenses and other costs in the event Allied Plastics pursues collection or other enforcement efforts, whether or not legal action is filed. Allied Plastics shall have the right to terminate this Agreement, any purchase order, to stop Goods in transit, and to suspend further performance under every Agreement in the event Purchaser fails to make any payment when due and as otherwise permitted by applicable law.
7. **Solvency:** Purchaser agrees that each purchase order ("P.O.") constitutes a representation that it is both solvent and not a debtor in any insolvency, bankruptcy, or restructuring proceeding. In the event of insolvency, Allied Plastics' invoice shall constitute a demand for reclamation of the Goods identified on the invoice under Section 2-702 of the Uniform Commercial Code (the "UCC" and Section 546(c) of the United States Bankruptcy Code. Purchaser agrees to promptly notify Allied Plastics in case of insolvency, waives any defenses to Allied Plastics' right of reclamation to the Goods identified in Allied Plastics' invoice and shall promptly return possession of such Goods to Allied Plastics.
8. **Taxes:** Prices of Goods or Services are exclusive of all applicable federal, state, local and VAT taxes. Purchaser agrees to pay (or reimburse Allied Plastics) for all taxes however designated, arising out of the sale imposed under the authority of any federal, state, local or foreign taxing jurisdiction, upon receipt of a sales invoice for the amount of the tax.
9. **Cancellation:** All orders are final and may not be cancelled except with Allied Plastics' express agreement in writing, which it may withhold in its sole discretion. In the event of a full or partial cancellation of any purchase order, Purchaser is responsible for all costs incurred up to and including the time of cancellation, including all costs expended and committed for raw materials,

work in process, finished Goods, Services provided, labor, supplies, administrative costs, outside services or consultants, and any other costs associated with performance of any P.O.

10. **Shortage of Product:** During periods when demand for product exceeds Allied Plastics' available supply, whether due to a force majeure or otherwise, Allied Plastics may distribute product among itself for its own manufacturing uses, its customers, and Purchaser in such manner as Allied Plastics deems fair and practicable. Purchaser will accept, as full and complete performance by Allied Plastics, deliveries in accordance with such determinations as Allied Plastics may make. Except in the case of a force majeure, if not satisfied with Allied Plastics' determination, Purchaser as its sole remedy shall have a right to terminate this contract without further obligation upon: (i) 10 days written notice; and (ii) payment for all product received to date, finished goods, work-in-process, and raw materials.
11. **Inspection and Acceptance:** Purchaser agrees to promptly inspect all Goods as received, and any rejection or claim based on nonconformity must be made in writing no later than thirty (30) days after delivery, or the applicable shelf-life expiration, whichever is shorter. If Purchaser fails to give such written notice within the applicable time period stated above, the Goods will be deemed accepted, will not be subject to revocation of acceptance, and Purchaser will be deemed to have absolutely waived any claim for defects or shortages, including any claims under the Limited Warranty set forth below. If Purchaser gives written notice within the applicable time period set forth above, Purchaser will give Allied Plastics reasonable opportunities to inspect and test the Goods that are the basis for any claim. As a condition for replacement, refund or credit, Allied Plastics will be entitled to the return of the nonconforming Goods in the same condition as when they were received. No claim against Allied Plastics shall be made or allowed for Goods returned without Allied Plastics' prior written consent and a return Goods authorization number that Allied Plastics will issue. All claims for loss or damage during transit must be made against the carrier by notation on the freight bill or delivery receipt.
12. **Returns:** All returns must be approved, in advance, in writing in the form of an authorization number. Allied Plastics receiving cannot accept returned Goods without this prior authorization and the respective number. Goods must be returned in good condition for appropriate analysis and potential rework. No Goods may be returned and no credit will be given for Goods after the expiration of 364 days from the date such Goods were received by Purchaser, or 364 days from the date Allied Plastics makes such Goods available for shipment to Purchaser, in the case of Goods held by Allied Plastics at Purchaser's request. No credit will be given for Goods claimed to be defective that were consumed by Purchaser and commercially sold or otherwise used in commercial applications.
13. **Limited Warranty/Limitation of Damages:** All Goods are sold on the condition that Purchaser will examine and test samples prior to the initial purchase to determine whether the Goods meet Purchaser's requirements. Once Allied Plastics has made samples available, Purchaser's P.O. for Goods acts as confirmation of such examination and testing. During the claim periods set forth above under "Inspection and Acceptance," Goods are warranted to be substantially free from defects in material and workmanship when sold subject to all time limitations and storage conditions, but it shall be Purchaser's responsibility to assure that any applicable specifications and tolerances will fulfill Purchaser's requirements regardless of whether Allied Plastics has notice of such requirements. This limited warranty is void with regard to any Goods altered, misused, not stored properly, or subject to neglect or accident. Allied Plastics shall not be responsible to Purchaser under this limited warranty for fit or other compatibility problems when the Goods are used with products of another manufacturer. ALLIED PLASTICS MAKES THIS LIMITED WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, COURSE OF DEALING, USAGE OF TRADE OR NON INFRINGEMENT OR OTHERWISE ASIDE FROM THE LIMITED WARRANTY ABOVE AND THE DESCRIPTION OF THE GOODS. Allied Plastics' liability for breach of contract, breach of warranty, strict liability, product liability, recall liability, negligence or any other cause or theory is limited to, at Allied Plastics' option, replacement of defective Goods or refund of the purchase price. UNDER NO CIRCUMSTANCES WILL ALLIED PLASTICS BE RESPONSIBLE FOR LOSS OF USE, LOST

PROFITS, INTERRUPTION OF BUSINESS, COVER OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT, OR OTHERWISE, REGARDLESS OF WHETHER ALLIED PLASTICS HAS OR HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OTHER DAMAGES. Purchaser assumes all risk of patent infringement by reason of any use Purchaser makes of the Goods in combination with other substance or in the operation of any process, including infringement arising out of Allied Plastics' compliance with Purchaser's designs, specifications or instructions, and Purchaser shall defend, indemnify and hold Allied Plastics harmless from and against the same, including, without limitation, any claim by a third party that Purchaser's use, designs or specifications of the product infringes upon a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. All oral and written advice provided by Allied Plastics relating to the Goods is subject to the foregoing disclaimer of warranties and limitation of damages provision.

14. **Force Majeure:** If Allied Plastics is prevented from or delayed in performing by a force majeure event, it shall not be liable or responsible for its failure to timely perform but shall perform as soon as possible after the force majeure event ceases. Force majeure includes, but is not limited to, events beyond Allied Plastics' control that affect production or transportation, such as acts of God, acts of war (whether an actual declaration thereof is made or not), acts of government, terrorism, riots, labor strikes, labor lockouts, interruption in telecommunication transmissions or product transportation, materials shortages, delays or sudden severe increases in materials prices (including, but not limited to a force majeure event declared by an Allied Plastics resin supplier) or other costs, accident, fire, water damage, flood, earthquake, windstorm, pandemic, government closure order, other natural disasters or catastrophes, and compliance by Allied Plastics with any order, action, direction or request of any governmental officer, department, agency, authority, or committee thereof. This provision is intended to be interpreted to expand rather than limit the application of the Section 2-615 of the UCC, as adopted by the law of the applicable jurisdiction set forth in the governing law provision in the Agreement, or if there is no such agreement or provision, as adopted in the State of Wisconsin.
15. **Governing Laws:** The Agreement shall be interpreted under the laws of the State of Wisconsin without regard to or application of Wisconsin's conflict of laws principles. Purchaser consents to the jurisdiction and venue of state and federal courts in or for Kenosha County, Wisconsin to resolve any dispute between the parties; provided, however, that Allied Plastics may institute an action for relief in a different venue with appropriate jurisdiction at its election.
16. **Miscellaneous:** The Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns but is non-assignable by Purchaser without Allied Plastics' express written consent. Nothing contained in the Agreement shall be construed to make the parties partners or joint venturers. Any waiver(s) of Purchaser's noncompliance with these terms must be in writing to be effective and shall not be binding on Allied Plastics with respect to any continuing or subsequent noncompliance. To the extent necessary to preserve Allied Plastics' rights, all terms of the Agreement shall survive acceptance of and payment for Goods sold, Services provided, as well as cancellation, termination or expiration of the Agreement. There shall be no third-party beneficiaries of the Agreement. Section headings are inserted for convenience and do not add to or detract from the Agreement. The Agreement may be amended or altered only in a written document executed by authorized representatives of both parties. Allied Plastics shall not be contractually bound to any provision except as agreed in a writing executed by an authorized officer of Allied Plastics. The invalidity of any provision of the Agreement shall not affect the force or validity of the remaining provisions. In the event that Allied Plastics has possession of a mold, die, or other equipment or property owned by Purchaser, Allied Plastics' maintenance and repair obligations shall be limited to those to which it has expressly agreed in writing.