

TERMS & CONDITIONS

ACCEPTANCE: This Purchase Order constitutes the offer of Molded Dimensions, Inc. ("**MDI**") to purchase the goods and/or services described on the face hereof from Seller. MDI's placement of this Purchase Order with Seller is expressly conditioned upon Seller's acceptance of all of the terms and conditions of purchase contained on or attached to this Purchase Order. Any additional or different terms or conditions which may appear in any communication from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing by MDI's Purchasing Department, and no such additional or different terms or conditions in any printed form of Seller shall become part of this contract despite MDI's acceptance of goods or services, unless such acceptance specifically recognizes and assents to their inclusion. Any objection by Seller to the terms and conditions hereof shall be ineffective unless MDI is advised in writing thereof within ten (10) days of the date of this Purchase Order. MDI may, at any time before acceptance, revoke this offer with or without cause.

TERMS OF PAYMENT: Unless otherwise specifically agreed to by MDI in writing, the terms of sale shall be net thirty (30) days based on the date of invoice. All prices are F.O.B. MDI's location.

DELIVERIES; TIME: Time is of the essence with respect to the performance of this Purchase Order. If the deliveries and/or services described on the face hereof are not made and/or completed at the time agreed upon, MDI reserves the right to: (i) cancel all or any part of this Purchase Order for any goods not delivered or services not rendered as specified, and hold the Seller accountable for any damages resulting therefrom, (ii) extend the time for delivery, or (iii) modify the date for any goods not in transit. Seller is required to immediately notify MDI in writing if any goods will be delivered late. At MDI's option, MDI may extend the time for delivery. MDI on time delivery is equal to two (2) days early, no (0) days late.

BLANKET PURCHASE ORDERS: Notwithstanding anything to the contrary in this Purchase Order, if this Purchaser Order is designated in any way as a "blanket" or "open" purchase order, the quantity specified on the face of this Purchase Order will be deemed an estimate and not a firm commitment for any exact quantities or volumes. Actual quantities or volumes under any "blanket" or "open" purchase orders may vary at the discretion of MDI.

REJECTION: All goods purchased hereunder are subject to MDI's inspection and approval, notwithstanding prior payment by MDI. Payment for goods prior to inspection, or commencement of use of the goods, does not constitute acceptance of the goods and will be without prejudice to any claims MDI may have against Seller. Goods rightfully rejected by MDI shall be held, transported and/or stored at Seller's expense. Seller shall promptly reimburse MDI for any such expenses and expenses incurred by MDI to inspect defective or otherwise nonconforming goods.

IDENTIFICATION: All invoices, packages, shipping notices, instruction manuals and other written documents affecting this Purchase Order shall contain this applicable Purchase Order number. All products must be clearly labeled with product item number, quantity per container, and lot numbers where applicable. Packing lists shall be enclosed with each shipment, on or in an identified container, pursuant to this Purchase Order, indicating the contents therein. Invoices will not be processed for payment until all goods invoiced are received.

REPAIRS: All repairs that are deemed Seller's responsibility are made on an F.O.B. factory basis. Seller shall prepay all transportation charges on products returned for repairs.

PRICES: If the price is not stated in this Purchase Order, the goods or services shall be billed at the price last quoted, or paid by a customer of Seller, or the prevailing market price, whichever is lower.

LIENS AND ENCUMBRANCES: Seller warrants and represents that all of the goods will, when delivered, be free and clear of all liens, claims and/or encumbrances of every kind.

NON-INFRINGEMENT: Seller warrants and represents that all goods created based upon the design of Seller, and all processes, formats, specifications or requirements provided or imposed by Seller, will not infringe upon or otherwise violate the intellectual property or other rights of any third party.

SHIPPING INSTRUCTIONS: All goods are to be shipped freight prepaid F.O.B. destination, unless otherwise stated. Buyer reserves the right to reject C.O.D. shipments. If MDI prefers a specific forwarding agent to handle shipments of goods, MDI will provide complete instructions to Seller. In the absence of specific directions from MDI before date of shipment, Seller shall ship products by the method and by the carrier or delivered to a forwarding agent selected by Seller.

WARRANTY: SELLER WARRANTS THAT THE GOODS SUPPLIED AND/OR SERVICES PERFORMED UNDER THIS PURCHASE ORDER CONFORM TO THE SPECIFICATIONS CONTAINED IN THIS PURCHASE ORDER, AND, WITH RESPECT TO GOODS, ARE MERCHANTABLE AND FIT FOR THE PARTICULAR PURPOSES FOR WHICH THE GOODS ARE ORDINARILY EMPLOYED. SELLER FURTHER WARRANTS TO MDI AND TO ANY THIRD PARTY ULTIMATELY USING ANY GOODS, WHETHER OR NOT SUCH THIRD PARTY IS A MDI CUSTOMER, THAT ALL GOODS DELIVERED UNDER THIS PURCHASE ORDER WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. IF SELLER IS RESPONSIBLE FOR THE DESIGN OF GOODS, SELLER WARRANTS THAT ALL GOODS DELIVERED UNDER THIS PURCHASE ORDER WILL BE SUITABLE FOR MDI's INTENDED USE, INCLUDING (IF APPLICABLE) INSTALLATION BY MDI IN ITS PRODUCTS. MDI'S WRITTEN APPROVAL OF DESIGNS FURNISHED BY SELLER SHALL NOT RELIEVE SELLER OF ITS OBLIGATIONS UNDER THIS WARRANTY. SELLER SHALL BE LIABLE FOR ALL DAMAGES BOTH TO MDI AND ITS CUSTOMERS INCURRED AS A RESULT OF ANY DEFECT OR BREACH OF WARRANTY CONTAINED IN THIS PURCHASE ORDER. THE FORGOING EXPRESS WARRANTIES SHALL BE IN ADDITION TO ANY WARRANTY CUSTOMARILY MADE BY SELLER OF ITS GOODS AND ANY IMPLIED WARRANTIES, AND SHALL BE CONSTRUED AS CONDITIONS AS WELL AS WARRANTIES. SELLER'S WARRANTY SHALL EXTEND FOR A PERIOD OF 12 MONTHS AFTER THE GOODS ARE DELIVERED AND ACCEPTED BY MDI AND APPLIED TO ITS INTENDED USE; PROVIDED, HOWEVER, THAT SELLER'S WARRANTIES REGARDING NO LIENS, CLAIMS AND ENCUMBRANCES AND NON-INFRINGEMENT SHALL EXTEND FOR THE APPLICABLE LIMITATIONS PERIOD FOR ANY CLAIM BROUGHT RELATING TO: (1) THE EXISTENCE OF ANY LIENS, CLAIMS AND/OR ENCUMBRANCES AGAINST THE GOODS, AND/OR (2) INFRINGEMENT AND/OR OTHER VIOLATION OF ANY RIGHTS OF ANY THIRD PARTY. WHERE MDI INCORPORATES THE GOODS INTO A MDI PRODUCT TO BE DELIVERED TO ITS CUSTOMER, SELLER'S OBLIGATION UNDER THIS WARRANTY SHALL ALSO BE FOR THE BENEFIT OF MDI'S CUSTOMER AND SHALL EXTEND TO ONE YEAR AFTER APPLICATION OF THE GOODS TO ITS INTENDED USE. THESE WARRANTIES SHALL SURVIVE THE DELIVERY OF THE GOODS OR COMPLETION OF THE SERVICES PROVIDED AND SHALL BE FULLY ENFORCEABLE THEREAFTER. SELLER'S WARRANTY HEREUNDER IS PART OF THE CONSIDERATION FOR THIS PURCHASE ORDER, AND ANY PAYMENT BY MDI HEREUNDER IS CONDITIONAL UPON THIS WARRANTY REMAINING IN EFFECT. NO MODIFICATION OR OTHER CHANGE OF THIS WARRANTY SHALL BE VALID UNLESS EVIDENCED BY MDI'S WRITTEN CONSENT.

MATERIALS, TOOLS AND EQUIPMENT PAID FOR OR FURNISHED BY BUYER: Title to all tools, equipment, dies, jigs or other materials, if any, either paid for or furnished by MDI in connection herewith shall at all times remain with MDI. Such property shall be maintained by Seller in good and usable condition, reasonable wear and tear excepted, and Seller shall be responsible for any loss or damage thereto and shall at all times keep the same insured for its full insurable value. Seller shall not use such property for any purpose other than the performance of this Purchase Order. The useable life of any such property shall be determined by MDI only. Seller shall not include any charge (including amortization or depreciation) for such property in the price of any article manufactured, or service rendered, without written

acknowledgement from MDI. Such property shall be plainly marked or otherwise adequately identified by Seller as the property of MDI and shall be stored separate and apart from Seller's property to the extent possible. Such property shall not be removed from Seller's premises, nor used for any purpose other than that for which furnished or acquired, without MDI's prior written approval. MDI may, at all reasonable times, inspect such property and take possession of such property on demand. Seller hereby waives any lien that it may have or may hereafter have on such property and agrees to execute one or more Uniform Commercial Code financing statements with respect to such property showing MDI's title thereto whenever so requested by MDI.

CONFIDENTIALITY: Any designs, specifications, drawings, data and/or technical or other information ("**Confidential Information**") furnished by MDI to Seller hereunder shall remain MDI's or, if applicable, its customer's property, shall be kept confidential by Seller and disclosed only to Seller's employees who have a need to know such Confidential Information in connection with Seller's performance under this Purchase Order, shall not be reproduced, shall be used only with respect to articles manufactured or services rendered for MDI, and shall be returned to MDI at MDI's request. Seller shall not, without MDI's prior written consent, in any manner divulge the fact that Seller has a contract to furnish goods and/or services to MDI. Seller shall be responsible for safe-guarding all secret, confidential or restricted matters that may be disclosed or developed in connection with its work under this Purchase Order.

SELLER'S INDEMNITY: Seller agrees to indemnify and hold MDI harmless from and against any and all claims, liabilities, losses, damages and other expenses (including reasonable attorneys' fees) suffered or incurred by MDI as a result of or arising out of, in whole or in part: (i) any breach by Seller of this Purchase Order (including a breach of any warranties provided pursuant to this Purchase Order), (ii) Seller's negligence in supplying goods or performing services under this Purchase Order, or (iii) any claim that any specifications, drawings, designs, information, data or other materials provided to MDI, or any goods created based upon processes, formats, specifications or requirements provided or imposed by Seller, infringe upon or otherwise violate the intellectual property or other rights of any third party; (iv) if Seller is responsible for the design of goods, any defect in the design of the goods; and/or (v) if Seller is responsible for the design of the goods, any claim applicable to the goods based on a theory of strict liability (or any other theory of liability) attributable to or otherwise arising out of the design of the goods.

TAXES: Unless otherwise expressly stated in this Purchase Order, Seller shall be liable for all taxes payable or collectible with respect to the goods or services ordered pursuant to this Purchase Order.

WAIVER: MDI's failure to insist on the strict performance of any of the terms hereof, or to exercise any right or privilege hereunder, or MDI's waiver of any breach by Seller hereof, shall not thereafter waive any such terms, conditions, rights or privileges that MDI may have hereunder.

ASSIGNMENT: Seller may not assign this Purchase Order or any of its rights hereunder without MDI's prior written consent.

FORCE MAJEURE: Neither Seller nor MDI shall be liable for delays occasioned by unforeseeable causes beyond their control and without their fault or negligence; provided, however, if any such delay occurs, MDI shall have the option to cancel all or any part of the goods or services requested hereunder and shall also have the right to acquire goods furnished, work in process and special raw materials set aside for the performance of this Purchase Order, upon payment of a reasonable proportion of the purchase price. Written notice of any such delay, including the anticipated duration of such delay, must be given by the nonperforming party within five (5) days of the unforeseeable cause or event.

DISPUTE RESOLUTION: MDI and Seller agree to resolve any and all disputes or claims arising under this Purchase Order, or to the relationship or rights created under this Purchase Order, by binding and final arbitration before a single arbitrator who shall have served as a judge in a court of general jurisdiction. The arbitration shall be governed by the Judicial Arbitration and Mediation Service, Inc. ("**JAMS**") comprehensive arbitration rules and procedures, but JAMS shall not administer the arbitration. The arbitration shall be conducted in Milwaukee, Wisconsin. If MDI and Seller fail to mutually agree upon the arbitrator, the arbitrator shall be appointed pursuant to JAMS's rules and procedures. The arbitrator agreed upon or appointed to serve shall have broad powers to interpret any and all choice of law or conflict of law issues, find facts, apply applicable substantive law, fashion remedies, resolve any dispute arising under this Agreement, and assist the parties in the enforcement of any award and the reduction of any award to a judgment. The arbitrator shall be and hereby is authorized to award to the prevailing party and against the non-prevailing party in any arbitration the prevailing party's reasonable attorneys' fees, costs and arbitration fees, in whole or in part, in the sole judgment and discretion of the arbitrator based upon equitable principles. The decision of the arbitrator shall be final and binding upon the parties, shall not be subject to appeal, and may be incorporated into a judgment of a court of competent jurisdiction if necessary for its enforcement.

GOVERNING LAW: This Purchase Order shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its rules regarding conflict of laws. This Purchase Order and the purchase of goods and/or services by MDI from Seller shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, which are hereby excluded by MDI and Seller.

ENTIRE AGREEMENT: This Purchase Order, and any documents referred to on the face hereof, constitute the entire agreement between the parties regarding the subject matter hereof, and supersede all prior agreements, understandings and statements, whether oral or written, regarding such subject matter. No modification to, change in, or departure from, the provisions of this Purchase Order shall be valid or binding on MDI, unless approved in writing by MDI. No course of dealing or usage of trade shall be applicable unless expressly incorporated into this Purchase Order. Any clerical errors on the face hereof are subject to correction.