

SERVICE EXPRESS STANDARD TERMS AND CONDITIONS OF PURCHASE

All purchase orders issued by Service Express, LLC and its affiliates (collectively "*Service Express*") are subject to the following terms and conditions of purchase. "*Products*" and "*Services*" refer to the products and services described on a purchase order issued by Service Express ("*Order*") to be purchased by Service Express from the supplier named on the Order ("*Supplier*"), and "*Contract*" refers to any contract formed pursuant to an Order.

1. **Agreement.** Each Order constitutes an offer by Service Express and may be revoked or changed at any time before acceptance. SERVICE EXPRESS OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS BY SUPPLIER IN ACKNOWLEDGING OR ACCEPTING AN ORDER, and neither acceptance of delivery all or part of the Products or Services ordered, nor payment therefore, shall constitute acceptance by Service Express of any such different or additional terms and conditions that may be contained in Supplier's acknowledgment, acceptance, confirmation, invoice, or other writing, regardless of whether Supplier's acceptance of an Order is conditioned upon Service Express's assent to such terms and conditions. If an Order is made in response to a written proposal or other form of offer from Supplier, and if Supplier's proposal or other form of offer contains terms and conditions additional to or different from those contained herein, SERVICE EXPRESS'S ACCEPTANCE OF SUPPLIER'S PROPOSAL OR OFFER IS HEREBY EXPRESSLY CONDITIONED UPON SUPPLIER'S AGREEMENT TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN AN ORDER. Supplier's signing and returning to Service Express of an Order, other written indication of acceptance, commencement of any work or the performance of any Services purchased hereunder, or the shipment of Products shall constitute acceptance by Supplier of an Order and all of its terms and conditions.

2. **Price and Payment.** The price for the Products and Services shall be as set forth in the Order or, if not set forth therein, the last price quoted or the prevailing market rate, whichever is lower (the "*Price*"). Unless Service Express agrees otherwise in writing, the Price includes all costs and expenses to be paid by Service Express, and Service Express shall not be required to pay any amounts in addition to such Price (including without limitation any sales, use or other taxes). Except as shown on the Order, Service Express shall not be required to pay any late charge, interest, finance charge or similar charge. Service Express's payment of the Price does not indicate its acceptance of the Products or Services. Service Express shall pay all invoices within sixty (60) days from the date of the invoice or the date of acceptance of the Products and Services, whichever is later. Supplier warrants that the Price is at least as low as the price charged by Supplier to other buyers for the same Products and Services in similar quantities. No substitution of materials or accessories shall be made without prior written permission from Service Express.

3. **Shipment and Delivery.** Unless Service Express agrees otherwise in writing, the Products shall be delivered DDP (Incoterms 2010) the delivery location identified on the Order or otherwise designated by Service Express, and shall be made in accordance with all Service Express instructions. Supplier will deliver all Products and perform all Services on the date specified in the Order or otherwise designated by Service Express. All delivery and performance dates are firm, and time and quantities are of the essence. Service Express shall not be obligated to accept any untimely, incomplete or excessive shipments.

4. **Excess, Installment, and Early Deliveries.** If Supplier delivers more Products than Service Express ordered, then, unless Service Express agrees otherwise in writing, Service Express shall not have to pay for the excess. Unless Service Express agrees otherwise in writing, Supplier shall deliver all of the Products in a single delivery and not in installments. Service Express's acceptance of a delivery containing less than the required quantity shall not relieve Supplier of its obligation to deliver the balance of the ordered Products at the price and on the other terms specified in the Order. If Supplier delivers the Products before the scheduled delivery date, Service Express may, at Supplier's expense and risk, either store them or return them to Supplier.

5. **Blanket Order.** If the Order states that it is a blanket order or agreement, then, except to the extent otherwise expressly stated on Order, (a) Supplier is obligated to deliver to or perform for Service Express all Products or Services ordered or released by Service Express during the period, or in accordance with the delivery or performance schedule specified on the Order, (b) Service Express is not obligated to order, release or purchase from Supplier any

particular quantity or volume of Products or Services, and (c) Service Express may purchase any or all of the Products or Services from others.

6. **Representations and Warranties About Supplier.** Supplier represents and warrants to Service Express that: (a) Supplier has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the Contract; (b) Supplier is duly organized and validly existing under the laws of its state of organization; (c) the Contract is the valid and binding obligation of Supplier, enforceable against Supplier in accordance with its terms; (d) Supplier is solvent; (e) Supplier will comply with all applicable federal, state, local and foreign laws, regulations, standards and orders ("*Applicable Law*"); and (f) neither execution nor performance of this Contract will conflict with or result in the breach of any other agreement or obligation by which Supplier is bound. Supplier shall provide, at Supplier's expense, all labor, materials, equipment, transportation, facilities and other items necessary to provide the Products and perform the Services.

7. **Representations and Warranties About the Products and Services.** Supplier represents, warrants and agrees that (a) the Products and Services will conform in all respects with: (i) the requirements of this Contract and the Order, (ii) all specifications, catalogs and descriptive literature provided for such Products and Services, and (iii) any specifications, drawings, samples and/or other descriptions specified by Service Express; (b) the Products will be free from any defects in materials and workmanship, merchantable, and fit and sufficient for the purpose intended; (c) Supplier has good title to all Products and will pass such title to Service Express free of any security interests, liens, or other encumbrances; (d) the Services will be free from any defects and performed in a good and workmanlike manner, in accordance with industry standards, by persons with appropriate qualifications and experience to perform such Services, and to Service Express's reasonable satisfaction; (e) the Products and Services will not infringe upon any intellectual property rights of any third party; and (f) the Products and Services comply with Applicable Law. Supplier shall assure that the Products are stored, packaged, handled, labeled, and transported (1) in a manner adequate to prevent damage during storage, handling and shipping, (2) in accordance with all requirements provided by Service Express, and in accordance with Applicable Law, including without limitation the U.S. Department of Transportation Hazardous Materials Safety Regulations as outlined in 49 CFR Parts 100-185 and all amendments.

8. **Inspection and Acceptance.** All Products and Services shall be subject to Service Express's inspection and approval or rejection. In the event of any Products or Services that do not conform with the terms of this Contract, Supplier will, at Service Express's option and at Supplier's sole expense, promptly, in addition to any rights or remedies that Service Express may have under this Contract, in equity, or at law, either (a) repair or replace such Products and complete, correct or re-perform such Services, or (b) promptly reimburse Service Express for any amounts paid by Service Express for such Products and Services. Supplier shall be liable to Service Express for any costs, expenses and damages, whether direct, incidental, or consequential, which result from a breach of any Supplier warranties. Service Express's inspection, acceptance, use of or payment for any Products or Services shall not constitute a waiver by Service Express of any Supplier warranties.

9. **Service Express's Rights.** Without limiting other rights and remedies available to it, Service Express may, at its option, (a) return nonconforming Products to Supplier, at Supplier's risk and expense, and require Supplier either to give Service Express full credit against the price, or promptly to repair or replace the Products at Supplier's risk and expense; (b) retain the Products and set off losses against any amount due Supplier; or (c) repair or replace the Products and charge Supplier with the expense. With respect to nonconforming Services, Service Express may, at its option, either (x) require Supplier to give Service Express full credit against the price or promptly re-perform the Services; or (y) obtain re-performance of the Services by a third party, and charge Supplier with the expense. In addition to Service Express's rights set out in this Contract, Service Express has all of the other rights and

remedies that the law gives to buyers, including the right to recover incidental and consequential damages resulting from any breach by Supplier.

10. Work on Premises. If performance of Services or delivery of Products by Supplier involves operations by its personnel on the premises of Service Express or of a customer of Service Express (a) Supplier shall at all times enforce strict discipline and maintain good order among all persons engaged in the activity on the premises and shall cause them to comply with all fire prevention and safety rules and regulations in force at the premises; and (b) Supplier shall keep the premises free from accumulation of waste caused by its personnel and upon completion shall promptly remove all of Supplier's equipment and surplus materials.

11. Indemnity. Supplier shall indemnify and hold Service Express harmless (and defend Service Express if it requests) as to any claims, liabilities, losses, damages and expenses (including attorney fees) brought against Service Express or incurred by Service Express resulting from (a) any breach by Supplier of any of its warranties to, or agreements with, Service Express; (b) any claim that any of the Products or Services infringe any patent, trademark, copyright or other intellectual property right, anywhere in the world; (c) any death, injury, or damage to any person or property caused or alleged to have been caused by the Products or Services or by Supplier's manufacture of the Products or performance of the Services; (d) any negligent act or omission on the part of Supplier or any of its subcontractors; or (e) the installation, delivery, operation, or use of the goods.

12. Changes. Service Express may, at any time prior to delivery of Products or performance of Services, modify or cancel all or part of an Order issued to Supplier hereunder by issuing a written order to Supplier specifying the modifications. Supplier shall promptly comply with the modified terms. In the event that any modifications cause an increase or decrease in the cost or time required for the performance, Service Express and Supplier will use commercially reasonable efforts to agree upon an equitable adjustment to the Order. If the parties are unable to agree upon such adjustment, Service Express may terminate the Order immediately upon notice to Supplier.

13. Termination. Service Express may terminate the Order, in whole or in part, by written notice to Supplier stating the extent and effective date of termination if Supplier fails to supply the Products or Services in a manner equal or superior to other companies in Supplier's industry. Such failure shall include, but not be limited to, not remaining competitive, in Service Express's sole discretion, in terms of quality, delivery, engineering support or technological advances. If at any time (a) Supplier defaults in the performance of any of Supplier's obligations to Service Express; (b) Supplier repudiates the Contract; or (c) any warranty or representation of Supplier to Service Express in or in connection with the Contract is false or misleading, then Service Express may terminate the Order, in whole or part. Termination by Service Express will not affect the provisions of this Contract which specifically provide for survival beyond expiration or termination, or any provisions regarding indemnification, warranties, and confidentiality.

14. Insurance. Supplier shall maintain insurance coverage that will fully protect both Supplier and Service Express from any and all claims and liabilities of any kind or nature for property damage, personal injury, death and economic damage, to any person, that may arise from the Products or their use or the performance of the Services or any activities connected with the Services. Supplier shall maintain employee's liability and compensation insurance that will protect Service Express from any and all claims and liabilities made by Supplier or any employee or agent of Supplier under any applicable worker's compensation or occupational disease acts. All insurance required by this paragraph shall be in amounts and coverages, and shall be issued by insurers, reasonably satisfactory to Service Express. Upon request by Service Express at any time, Supplier shall furnish Service Express with certificates evidencing required insurance.

15. Confidentiality and Intellectual Property. Supplier shall keep confidential, shall not disclose to any third party, and shall not use for any purpose other than performance of its obligations under this Contract any proprietary nonpublic information of or regarding Service Express that is provided to Supplier or otherwise becomes available to Supplier in connection with this Contract, including trade secrets, pending patents, and other intellectual property, specifications, drawings, samples, models, and business or technical data such as information regarding plans, plants, processes, products, costs, equipment, operations, suppliers or customers. Supplier shall be responsible for any violation of the foregoing obligation by its employees,

contractors and other agents and representatives. If the Products or their design are subject to any patent rights held by Supplier, then Supplier grants to Service Express an irrevocable, non-exclusive, royalty-free license of the patent rights to the extent necessary to enable Supplier to repair or rebuild any or all of the Products. This license is in addition to all patent licenses impliedly granted to Service Express as a purchaser of the Products. If there is an actual or threatened breach of this Section, Service Express's remedies at law will be inadequate and therefore Service Express shall have the right to seek injunctive relief, in addition to any and all other remedies and rights at law or in equity. This Section shall survive expiration or termination of this Contract.

16. Records and Audit. Supplier agrees to maintain records of its activities under this Contract in accordance with recognized commercial accounting standards for six (6) years after the termination of this Contract. Upon reasonable notice to Supplier, Supplier shall allow Service Express, or its authorized representatives, to conduct reviews of Supplier's records, information and data maintained by Supplier and associated with the provision of Products and Services under this Contract.

17. Other Terms. Supplier shall not permit a lien or claim to attach to the Products, the Services, or any property of Service Express. Supplier may not delegate or subcontract any of its obligations under an Order without Service Express's written consent. Service Express may deduct from, and set off against, any amounts at any time owing to Supplier under an Order any damages or other amounts then owing to Service Express by Supplier, whether under an Order or otherwise. If at any time Service Express has reasonable grounds for insecurity as to Supplier's performance, Supplier shall provide adequate assurance of due performance within 10 days after demand by Service Express, which shall be considered to be a reasonable time.

18. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to the principles of conflicts of law, and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. The parties hereby consent to the exclusive jurisdiction of the state or federal courts in the State of Michigan to adjudicate any dispute arising under or in connection with this Agreement. Any such dispute shall be brought before the Circuit Court for Kent County, Michigan or the United States District Court for the Western District of Michigan, Southern Division. The parties hereby waive any objection based on inconvenient forum.

19. Miscellaneous. If any provision of this Agreement is invalid or unenforceable under any applicable law, the provision shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions shall be unaffected. Supplier shall not assign any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of Service Express. This Agreement shall be binding upon and enforceable by and against Supplier and Service Express, and their respective legal representatives, successors, and assigns. Supplier is an independent contractor, and neither Supplier nor any of Supplier's employees or agents shall be considered agents or employees of Service Express.

20. Complete Agreement. An Order and the Contract constitutes the entire agreement between Supplier and Service Express with respect to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind, including without limitation, any terms included in or located on a purchase order, invoice, or website, accessed through a URL, provided as an end user license agreement, or provided in a click-wrap, shrink-wrap or other similar format, not expressly set forth in this Contract shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Contract. Service Express may modify these terms and conditions of purchase at any time by posting a new version on its website, and the terms and conditions in effect at the time of delivery of the Products or Services shall control. Otherwise, any change in, or waiver of, any provision of an Order or the Contract must be contained in a writing signed by Service Express. Service Express's waiver of any breach of any condition or right pursuant to an Order shall not be deemed a waiver as to any other breach, condition, or right.