

**Uniparts Olsen Inc.**

**ALL GOODS AND SERVICES PROCURED BY UNIPARTS OLSEN INC. (THE "BUYER") SHALL BE IN ACCORDANCE WITH THE FOLLOWING TERMS AND CONDITIONS**

- 1. ACCEPTANCE.** This Purchase Order is Buyer's offer to Seller and shall become a binding contract on the terms and conditions set forth herein upon the earlier of (i) Seller's acknowledgement or (ii) by Seller's full or partial performance hereunder. This Purchase Order does not constitute an acceptance by Buyer of any prior proposal, quote or offer to sell, and any reference to such is solely for the purpose of incorporating the description and/or specifications of the goods and services contained therein, but only to the extent that such description or specification does not conflict with the description and specifications on the face of the Purchase Order.
- 2. COMPLETE AGREEMENT.** This Purchase Order and the terms and conditions herein constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. Any additional terms or conditions contained in Seller's acknowledgement of the Purchase Order, or in any other Seller document, shall be deemed objected to by Buyer without the need for further notice of objection, and shall be of no effect, nor shall they be binding upon Buyer under any circumstances unless expressly accepted by Buyer in writing. Buyer's acceptance or rejection of one or more additional terms or conditions shall not constitute an acceptance of any other additional term or condition. Trade custom, trade usage and past performance are superseded by this Purchase Order and shall not be used to interpret this Purchase Order.
- 3. CHANGES.** Buyer at any time shall have the right to make changes to its Purchase Order, including without limitation, in the quantities, specifications or delivery schedule. However, no additional charge will be allowed unless authorized by Buyer in writing after full disclosure of such additional charge to Buyer. Information, such as technical direction or guidance provided to Seller by Buyer's representatives in connection with Seller's performance hereunder, shall not be construed either as a change within the meaning of this provision or as direction to proceed outside the scope of this Purchase Order.
- 4. CANCELLATION.** Buyer reserves the right to cancel this Purchase Order in whole or in part upon notice to Seller, without liability to Buyer. Cancellation will not have the effect of waiving damages to which Buyer might otherwise be entitled.
- 5. NO PUBLICITY.** Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise, publish, or disclose the fact to any third party that Seller has contracted with Buyer to furnish the goods herein ordered nor any detail connected with this Purchase Order, except as may be required to perform this Purchase Order.
- 6. CHANGE CONTROL** Seller will notify Buyer of any change in material, source of material, or production process. When a change is requested, Seller must receive written approval from Buyer prior to shipment. In addition, Seller must allow Buyer sufficient time for Buyer to determine in its sole judgment and to its satisfaction that the change does not affect the fit, form, function, or appearance of the goods and services before shipment can be made.
- 7. DELIVERY.** Deliveries shall be strictly in accordance with the schedule set out or referred to in the Purchase Order and in the exact quantities ordered. Seller shall promptly provide written notification to Buyer of any possible or actual delay in performance hereunder and shall provide all relevant information concerning the cause for such delay. In no event, however, shall such notices relieve Seller of its obligations under this Purchase Order. In no event shall Buyer be liable for any excess goods shipped by Seller. Buyer reserves the right at Seller's expense to return goods shipped not in accordance with Buyer's Purchase Order.
- 8. WARRANTY.** Seller warrants and guarantees that its goods and services: (a) will comply with all relevant specifications and requirements; (b) will be of merchantable quality, free from any latent or patent (including copyright, trademark, trade name and third party property right) defects; (c) will be fit for their intended use; (d) shall accurately reference true weights, measures, sizes, legends or descriptions indicated; (e) will be comparable in quality to all samples delivered to Buyer, if any; and (f) shall comply with all applicable laws, rules, regulations, ordinances, codes and/ or standards. This warranty and guaranty shall be in addition to any warranties of broader scope and service warranties and guarantees, including the implied warranty of merchantability and fitness for specific purpose provided for under applicable law, given to Buyer by Seller, shall survive inspection, test, acceptance, and payment, and shall run to Buyer, its successors, assigns, and customers.
- 9. TERM.** The term of this Purchase Order begins and ends on the dates set forth on the face of this Purchase Order, unless Buyer terminates the Purchase Order as allowed by the termination provision of this Purchase Order.
- 10. PRICE.** This Purchase Order must not be filled at prices higher than last quoted by Seller without Buyer's written consent. Seller represents that the prices to be paid or otherwise charged to Buyer are not any higher than the lowest price for such goods and/or services offered by Seller to any other of its customers. Seller shall be responsible for and pay all federal, state, and local sales, use, income, excise, property, employment, and other taxes similar to, or differing from any of the foregoing, incurred or levied on or in connection with the manufacture of goods, provision of services, or relating to Seller's own property. Seller agrees to indemnify Buyer against any loss, liability or expense resulting from Seller's failure to pay such taxes, fees, duties, assessments, charges or conditions.
- 11. PAYMENT.** Unless stated otherwise on the face of this Purchase Order, Buyer shall remit payment to Seller within no less than thirty (30) of Buyer's receipt of a correct Seller's invoice. Payment by Buyer hereunder shall not be deemed an acceptance of the goods or services performed hereunder by Seller.
- 12. NONCONFORMANCE.** Goods and services that do not conform to the requirements of this Purchase Order may be rejected, at Buyer's sole option at any time after discovery thereof. All costs with respect to the rework, repair, replacement or refund of the nonconforming goods, including packing, packaging and freight charges, shall be at Seller's expense.
- 13. PROPRIETARY RIGHTS.** Seller agrees that Buyer's designs, specifications, formulas and manufacturing information are proprietary data and shall not be disclosed to others or utilized for purposes other than those intended hereunder. Seller shall return all proprietary data and copies thereof to Buyer upon completion of Seller's obligations hereunder or at Buyer's request at any earlier time.
- 14. TERMINATION.** Buyer may terminate this Purchase Order for its convenience, in whole or in part, by written or electronic notice at any time. If this Purchase 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 Purchase Order for labor and materials which are not usable by Seller. Materials for which Seller is reimbursed shall become the property of Buyer and shall be surrendered to Buyer upon termination of this Purchase Order. Seller shall safeguard and shall not destroy such materials without Buyer's consent.

**15. EQUIPMENT AND SPECIAL TOOLING.** Buyer shall not be obligated to reimburse Seller for the cost of any equipment or tooling unless specifically agreed to in writing by Buyer. Any equipment, tools, jigs, dies, fixtures, templates, patterns, or drawings (hereinafter collectively called "tools") furnished by Buyer to Seller and any tools made or acquired by Seller for the performance of Buyer's Purchase Order, the cost of which is separately quoted or advertised in the unit price, shall remain or become the property of Buyer. All such tools shall be used exclusively for production under Buyer's Purchase Order. Reproducible drawings for tools to be made or acquired by Seller for performance of Buyer's Purchase Order shall be submitted to Buyer for its approval. Seller will maintain the tools in first-class condition and will make replacements when necessary. Seller will not make any alterations to such tools without Buyer's specific written authorization. Seller will be responsible for all loss or damage to such tools while in Seller's possession. Upon completion or cancellation of this Purchase Order, such tools shall be disposed of or returned to Buyer as Buyer shall direct.

**16. RIGHT-OF-ACCESS** Buyer reserves the right, during normal business hours, to verify purchased goods at Seller's premises and to inspect Seller's work hereunder to ensure that all relevant standards and specifications are met. Any such inspection by Buyer does not absolve Seller of the responsibility for the quality of goods, nor shall it preclude subsequent rejection by Buyer.

**17. PACKING AND SHIPPING.** Packing and shipping of goods shall be done in accordance with the description set out or referred to in the Purchase Order. Goods shall be packaged in a method to preserve and protect from damage and/or degradation, and shall be suitably prepared for shipment by Seller in accordance with acceptable commercial practices. Seller shall cause the goods to be labeled to conform to all requirements of federal, state, and local laws. Seller shall identify Buyer's Purchase Order number on Seller's invoice, packing list, bill of lading and on any packages. Seller shall attach an invoice to all shipments, in addition to forwarding a copy of such invoice to Buyer.

**18. INDEMNITY AND INSURANCE.** Seller agrees to defend, indemnify and hold Buyer (and its agents, representatives, employees, officers, directors, affiliates, successors and assigns, and customers) harmless from all claims, demands, actions, damages, and liabilities (including legal fees) in any way connected with the goods and/or services provided to Buyer hereunder, or any act or omission of Seller, its agents, employees, or subcontractors. Should a recall be necessitated due to a defect or non-conformance of the goods, Seller shall bear all the costs and expenses of such recall, including without limitation, costs of notifying customers, returning goods, customer refunds, lost profits, and any expenses incurred to meet obligations to third parties. Seller agrees to maintain Comprehensive General Liability and Product Liability insurance in sufficient amounts and form, as satisfactory to Buyer. Seller agrees to name Buyer as additional insured and to provide Buyer with certificates evidencing that such insurance is being maintained.

**19. TITLE.** Seller warrants full, unrestricted title to all goods and services furnished hereunder, free and clear of all liens, security interests and encumbrances. Care, custody and control of all goods remain with Seller until such time as Buyer takes physical possession or otherwise agrees in writing. Seller shall carry on its work and manufacture of goods at its own risk until the goods are completed and accepted by Buyer. In the case of accident, destruction, or injury to the goods before the final completion and acceptance, Seller shall repair or replace such goods at its own expense and to Buyer's satisfaction.

**20. HAZARDOUS MATERIALS.** Seller shall notify Buyer in writing upon acceptance of this Purchase Order if goods furnished are subject to laws or regulations relating to hazardous or toxic substances, or when disposed of, to regulations governing hazardous wastes, or any other applicable environmental, health, or safety laws or regulations. Instructions for handling, warnings, and material safety data sheets shall be provided with each shipment. Seller shall submit to Buyer with each shipment, a copy of all relevant MSDS sheets.

**21. PATENTS.** Seller warrants that the manufacture, use and sale of the goods do not infringe any claims of any patent, trademark, trade name, copyright or any other third-party property right. Seller agrees to defend, indemnify and hold Buyer (and its agents, representatives, employees, officers, directors, affiliates, successors, assigns, and customers) harmless from any and all claims, demands, actions, damages and liabilities (including legal fees) involving the infringement of any third-party patent, trademark, copyright or other intellectual property right, or the misappropriation of any trade secret, by reason of the manufacture, use, or sale of said goods or services by Buyer.

**22. LIMITATION OF LIABILITY** In no event shall Buyer be held liable to Seller for punitive, indirect, incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with this Purchase Order shall in no case exceed the price allocable to the goods and service ordered and delivered hereunder. Any action resulting from any alleged breach by Buyer must be commenced within one year after the cause of action has accrued, or Seller shall be deemed to have waived any such claims.

**23. COMPLIANCE WITH LAWS.** In the performance of its obligations hereunder, Seller shall comply with all applicable laws, statutes, regulations and ordinances. All applicable contract clauses required by any applicable law, statute, regulation or ordinance are incorporated herein and made a part hereof.

**24. ASSIGNMENT** Seller shall not assign this Purchase Order or any rights or work performed hereunder without the prior written consent of Buyer. Any attempted assignment without such written consent shall render this agreement null and void.

**25. WAIVER.** No failure to exercise, and no delay in exercising, on the part of Buyer any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

**26. VALIDITY OF PROVISIONS.** In the event that any provision or any part or portion of any provision of this Purchase Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining parts or provisions hereof.

**27. GOVERNING LAW AND VENUE** This Purchase Order and these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Iowa (USA) without application of any conflict of law provisions of such State. The parties agree that the state and federal courts located in Iowa shall have exclusive jurisdiction over all claims, causes of action and disputes arising hereunder. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of such courts. Each of the parties irrevocably waives any objection, including without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceedings in such respective jurisdictions. Each of the Parties irrevocably consents to the service of any and all process in any such action or proceeding brought in any court in or of the State of Iowa by the delivery of copies of such process to each Party at its address on the reverse side of this Purchase Order. The parties agree the UN Convention of Contracts for the International Sale of Goods (CISG) shall not apply to the sale of goods hereunder.

**28. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO AND IN ANY SUIT, ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DEMAND OR OTHER MATTER WHATSOEVER ARISING OUT OF THIS PURCHASE ORDER AND THESE TERMS AND CONDITIONS.**