OSBORN
TERMS AND CONDITIONS OF PURCHASE

   (a) Generally. The terms and conditions of this document, including the provisions on the face of any purchase order in which it is referenced or to which it is attached (the “Contract”), govern the parties’ dealings and are the entire agreement between Buyer and Seller except as otherwise specified and specifically agreed to in writing by Buyer, and the purchase, acceptance and use by Osborn, LLC (“Buyer”), of the goods and/or services described herein (the “Products”). This Contract constitutes an offer by Buyer to buy the Products from Seller in accordance with the terms and conditions hereof. Seller’s acceptance of the offer is limited to the terms, covenants and conditions herein. Seller hereby obligates and binds itself to the terms, covenants and conditions herein. For the avoidance of doubt, if Seller defaults, including, without limitation, failure to conform to the drawings, specifications, samples or other information or in any other respect, as set forth in this Contract, then Seller shall be liable for all and any combination of the Products will not infringe or violate any rights of third parties, and all of their ingredients, elements and components, fully and completely comply with and conform to the drawings, specifications, samples or other information or in any other respect, as set forth in this Contract, then Seller shall indemnify Buyer and the Buyer Parties from and against all Damages, Losses and Expenses, including, but not limited to attorneys’ fees, resulting therefrom.
   (b) Acceptance. Seller shall be deemed to have made an unqualified acceptance of this Contract on the earliest of the following to occur: (a) Buyer’s receipt of a copy of this Contract (or any document in which this is referenced or to which it is attached) signed by Seller, (b) Seller’s acknowledgment of these terms and conditions or any purchase order submitted by Buyer from time to time, (c) Seller’s commencement of manufacture or delivery of the Products, (d) Seller’s acceptance of any payment from Buyer, (e) Seller’s failure to object to these terms and conditions within ten days of receipt of this Contract (or any document in which this is referenced or to which it is attached) or (f) any other event constituting acceptance under applicable law.
   (c) Governing Law. This Contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, U.S.A., including, without limitation, the Uniform Commercial Code as adopted in the State of Wisconsin, U.S.A. This Contract and purchases hereunder shall not be governed by the Uniform Commercial Code, except as provided by the Uniform Commercial Code for Negotiable Instruments and the Negotiable Instruments Act, U.S.C. Seller shall submit to the jurisdiction of the United States District Court for the Eastern District of Wisconsin and the courts of the State of Wisconsin, and hereby irrevocably admit themselves to and consent to the jurisdiction of said Court.
   (d) Severability. Waiver. The invalidity or unenforceability of any terms or condition of this Contract, to the extent that it is not affected by such invalidity or unenforceability, shall not affect or impair the validity or enforceability of any other terms or conditions of this Contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract shall not be construed as a waiver of the right granted hereunder or of the future performance of such term, covenant or condition.
2. Termination, Suspension or Modifications of Purchase Order.
   (a) Termination. Buyer may request shipments, or delays in the delivery of the Products, or modifications of the terms and conditions of this Contract by written notice to Seller. Seller shall, in its sole discretion, have the right to correct clerical or similar errors relating to any terms of this Contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract shall not be construed as a waiver of the right granted hereunder or of the future performance of such term, covenant or condition.
   (b) Termination for Cause. If Seller is adjudged bankrupt, insolvent or makes a general assignment for the benefit of its creditors, violates any of the laws or obligations identified in section 9 below, or if Seller does not correct any other failure of Seller to comply with this Contract within ten days after Buyer notifies Seller in writing of such failure, the Buyer may terminate this Contract by written notice to Seller. In the event of such termination, Buyer may complete the performance of this Contract by such means as Buyer selects, and Seller shall be responsible for any additional costs incurred by Buyer in so doing. Any amounts due Seller for Products delivered by Seller in full compliance with the terms of this Contract prior to such termination shall be subject to setoff by Buyer for Buyer’s additional costs of completing the Contract and other damages incurred by Buyer as the result of Seller’s default.
   (c) Modification. Notwithstanding section 1 above, Buyer may write supplemental to this Contract change the drawings, designs or specifications for Products or otherwise change the scope of work covered by any order. If such change would affect the price or delivery date for such Products, Buyer and Seller shall negotiate in good faith with respect to such proposed changes, and any agreed changes, which must be in writing. Seller shall not suspend performance of this Contract while Buyer and Seller are in the process of making such changes and related adjustments. No substitutions shall be made in this Contract without Buyer’s prior written consent. Any change in terms and conditions of the Proposal shall be deemed to have been waived unless made in writing within 30 days from the date Buyer notifies Seller of the suspension, withdrawal or modification.
3. Delivery.
   (a) Generally. Unless otherwise specified on the face of this Contract, Seller shall deliver the Products F.O.B. the facility named by Buyer. Seller shall pack, mark and ship Products in accordance with Buyer’s specifications from time to time, including, without limitation, any temperature specifications, the quantities, and condition of the products so as to tools and to withstand the usual handling and applicable packaging laws. Seller shall include with each shipment such documents as Buyer may require from time to time, including, without limitation, a packing slip showing Seller’s purchase order number, item numbers and quantities, a bill of lading, a certificate of analysis and a Bill of Sale. Seller shall also provide such information as may be requested by Buyer. Buyer’s count shall be accepted as final on all shipments not accompanied by packing lists. Buyer will not pay any charges for any containers, packaging, boxing, crating, marking, delivery, transportation, storage or other charges unless otherwise specified herein, and Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet delivery dates due to its own acts or omissions. Buyer shall have the right at any time to specify the carrier and/or the method of transportation to be employed in conveying the Products, and shall have the right to require a deposit or post proportionate transportation be made to cover any difference in transportation costs to and from the point of delivery. Deliveries are to be made only in quantities and at times specified in schedules furnished by Buyer. Unless otherwise specified in a written order, or a change in the time schedule made by Buyer in writing, no time change shall be effective unless and until it is accepted in writing by the Buyer (”Seller”). Seller shall maintain a quality assurance system which is necessary to ensure that products sold hereunder, including, without limitation, those purchased in accordance with Buyer’s written instructions, do not infringe or violate any rights of third parties. Buyer agrees to supply Buyer’s requirements for Products, provided, however, that nothing herein shall be deemed to restrict Buyer from procuring Products from alternate sources. Time is of the essence with respect to delivery of Products. Buyer shall immediately notify Buyer of any actual or potential delivery delays. Title to and risk of loss of Products shall remain with Seller until delivery to the F.O.B. point. Buyer may change from time to time delivery schedules.
   (b) Release Authorizations. Where deliveries are to be made in accordance with Buyer’s written releases, notwithstanding any quantities specified on the face hereof, Seller shall not produce and deliver more than the quantities so specified and Buyer is required thereby to restrict any purchases to Buyer, except to the extent authorized by such written releases. Neither acceptance of Products nor performance hereof shall constitute a waiver of any of Buyer’s rights.
4. Prices.
   (a)Prices. If a price is not stated on the face of this order, the price shall be billed at the price last quoted or the prevailing market price, whichever is lower. This order must not be filled at a higher price than last quoted or charged without Buyer’s prior written authorization. Prices shall not inure to Buyer’s benefit if prior written authorization is not obtained.
   (b) Payment. Buyer’s account with Seller shall be paid within 90 days after receipt of invoice or shipment, whichever is received later, except where cash discounts apply or other terms are mutually agreed to in writing by Buyer and Seller. Payments shall be subject to Buyer’s approval of all invoices and the usual terms include, without limitation, the Uniform Commercial Code for Negotiable Instruments and the Negotiable Instruments Act, U.S.C. Seller shall promptly and at its sole cost deliver the Products F.O.B. the facility named by Buyer.
5. Acceptance of Products.
   (a) Acceptance. Buyer’s acceptance of the Products, and all of their ingredients, elements and components, fully and completely comply with and conform to the drawings, specifications, samples or other information or in any other respect, as set forth in this Contract, and Buyer is the sole purchaser of such Products. Buyer is the sole owner of all rights, title and interest in and to such Products and all rights, title and interest in and to such Products are hereby transferred to Buyer and all risks of loss in transit or otherwise shall be borne by Seller.
6. Withholds, Drawbacks.
   (a) Drawbacks. Buyer expressly warrants that Seller’s customs and to the ultimate user that (a) the Products (including Products sold to Buyer but manufactured by others) and all material, packaging and work covered by this Contract will (i) conform to the drawings, specifications, samples or other documents furnished or adopted by Buyer, (ii) be merchantable, of good quality and workmanship and fit and sufficient for the purposes intended and (b) be new, free from defects in material and workmanship; (b) the use and/or sale, alone or in combination, of the Products will not infringe or violate any United States or foreign letters patent, or any right in or to any patented invention or idea, or a trademark, copyright or other intellectual property right, (c) the Products and their production, storage, pricing, delivery and sale hereunder are in compliance with foreign, federal, state and local laws applicable thereto, including, without limitation, all packaging and labeling laws, (d) without limiting the generality of section 6(c), the Products, and all of their ingredients, elements and components, fully and completely comply with and satisfy the requirements of all environmental or health and safety related laws, regulations, treaties, ordinances, rules, whether international, national, state or local, including, without limitation, the Montreal Protocol, REACH (of the European Union), RoHS (of the European Union) and Title VI of the Clean Air Act, 42 U.S.C. 4232, (e) the Products, and all of their ingredients, elements and components, fully and completely comply with and satisfy the requirements of all environmental or health and safety related laws, regulations, treaties, ordinances, rules, whether international, national, state or local, including, without limitation, the Montreal Protocol, REACH (of the European Union), RoHS (of the European Union) and Title VI of the Clean Air Act, 42 U.S.C. 4232,
employees or agents shall be parties for any loss suffered due to,

- indentured labor, child labor, or involuntary prison labor in manufacturing any Products purchased by Buyer;
- mineral or its derivatives determined by the U.S. Secretary of State to be financing conflict in the Democratic
  Republic of Congo ("Congo");
- columbite (tantalite (coltan), cassiterite (tin), gold, wolframite (tungsten), or their derivatives); or any other
  conflict minerals.
- Executive Order No. 13224 on Terrorist Financing, 66 Fed.

- the alleged violation of any statute, ordinance or other law, rule or regulation, including those identified in
  section 9 above; (d) any alleged unfair competition resulting from similarity of design, trademark, use or
  appearance of the Products; (e) bodily injuries, deaths or property damage caused by negligent or wrongful act
  or omission of Seller, or any employee or agent of Seller; (f) any breach of warranty set forth herein or any
  special warranty; and (g) any recalls involving Products. The provisions of this section 10 shall be effective
  whether or not such loss, damage or injury was proximately caused by the sole or partial negligent acts or
  omissions of Buyer or any Buyer Parties. Buyer and the Buyer Parties, at their option, may be represented by
  and actively participate through their own counsel in any such suit or proceeding, and Seller shall pay the costs
  of such representation and participation.

IN NO EVENT SHALL BUYER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN RELATION TO THESE TERMS AND CONDITIONS OR THE PARTIES’ RELATIONSHIP, AND SELLER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS THEREFROM.

(b) Insurance. Seller shall, at its own expense, maintain in effect insurance with respect to its performance hereunder and the Products with such coverages and in such amounts as Buyer may require in writing from time to time and, at a minimum, as may be commercially reasonable. All insurance policies shall be issued by insurance companies reasonably acceptable to Buyer. Seller shall cause the issuer of any insurance policy to issue a certificate of insurance naming Buyer as an additional named insured, and containing an agreement by the insured that the policy shall not be terminated or modified without at least 30 days’ prior written notice to Buyer, and Seller shall, at Buyer’s request, deliver each such certificate to Buyer. Seller’s compliance with these insurance requirements shall not relieve Seller from liability under these indemnification provisions. Seller shall indemnify Buyer and the Buyer Parties for any loss suffered due to Seller’s failure to obtain or maintain the insurance required hereunder.

11. Assignment. Neither party shall assign or transfer this Contract or any interest or duty of performance herein without the prior written consent of the other party; provided, however, that Buyer may assign, without Seller’s consent, this Contract and its interest herein to any affiliate or to any entity succeeding to Buyer’s business. To the extent the foregoing terms and conditions shall be binding on and inure to the benefit of the parties and their successors and assigns.

12. Independent Contractor. Seller is and shall remain an independent contractor and neither Seller nor any of its employees or agents shall be considered an employee of Buyer. Neither Seller nor any of its employees or agents are authorized to incur any obligations or make any promises or representations on Buyer’s behalf.

13. Force Majeure. Buyer shall not be responsible for default hereunder where such has been caused by an act of God, war, major disaster, terrorism, third-party criminal acts, insurrection, riot, flood, earthquake, fire, labor disturbance, operation of statutes, laws, rules or rulings of any court or government, the imposition of embargoes, economic sanctions, or other restrictive trade measures, or any other cause beyond Buyer’s control.

14. Survival. The provisions of sections 1, 6, 7, 8, 9, 10, 14 and 15, and any other provision the performance or effectiveness of which naturally survives, shall survive expiration or termination of this Contract for any reason.

15. Buyer’s Remedies Cumulative. Buyer’s remedies specified herein are cumulative and not exclusive of any other remedies available to Buyer.