

**SUREFIL, LLC**  
**STANDARD TERMS OF PURCHASE**  
**(Goods and/or Services)**

**SUREFIL, LLC.** (“**Surefil**”) purchase orders are subject to these Terms of Purchase. In these Terms, “**goods**” and “**services**” refer to the goods or services described on the face of this order to be purchased by Surefil from the seller named on the face of this order (“**Seller**”), and “**Contract**” refers to any contract formed pursuant to this order.

- 1. Agreement.** If (i) the face of this order states that this order is an offer but (ii) this order nevertheless is in legal effect an acceptance of a prior offer by Seller, then Surefil’s acceptance is conditional upon Seller’s assent to all terms of this order that are additional to or different from the terms of Seller’s offer. If the face of this order states that this order is an acceptance of an offer by Seller, then Surefil’s acceptance is not conditional. By signing and returning a copy of this order or by shipping the goods or performing the services, Seller agrees and assents to all of the terms contained in this order.
- 2. Price and Payment.** Unless Surefil agrees otherwise in writing, Surefil shall not be required to pay any sales, use or other taxes arising because of Surefil’s purchase from Seller. Surefil shall not be required to pay any late charge, interest, finance charge or similar charge. Surefil’s payment of the purchase price does not indicate its acceptance of the goods or services. Payment terms, including discount periods, shall run from the latest of (i) the scheduled date for delivery or performance; (ii) the actual date of delivery of conforming goods or performance of conforming services; (iii) the date of Seller’s invoice; (iv) in the case of capital equipment, completion of Surefil’s final inspection and acceptance after installation; and (v) in the case of tooling, approval by Surefil of production pieces produced by the tooling at Surefil’s facility.
- 3. Delivery and Force Majeure.** Unless Surefil agrees otherwise in writing, the goods shall be delivered F.O.B. Surefil’s facility identified on the face of this order, except that Surefil may at its option take delivery of all or any part of the goods at Seller’s facility. Time of delivery or performance is of the essence, and Surefil’s stated delivery or performance date cannot be extended for any reason, including delays in manufacture or shipment that Seller cannot control. Seller shall not, however, be liable for any non-performance or delay in performance caused solely by a strike, lockout, riot, war, insurrection or act of God or public enemy, if Seller immediately notifies Surefil of the event and gives Surefil a detailed description of the nonperformance or delay that will be caused by it. Surefil shall then have the right to terminate the Contract, without liability to Seller. Except as provided in this paragraph, no event or circumstance shall limit Seller’s liability for any non-performance or delay, even if the event or circumstance is beyond Seller’s control.
- 4. Excess, Installment, and Early Deliveries.** If Seller delivers more goods than Surefil ordered, then, unless Surefil agrees otherwise in writing, Surefil shall not have to pay for the excess. Unless Surefil agrees otherwise in writing, Seller shall deliver all of the goods in a single delivery and not in installments. Surefil’s acceptance of a delivery containing less than the required quantity shall not relieve Seller of its obligation to deliver the

balance of the ordered goods at the price and on the other terms specified in this order. If Seller delivers the goods before the scheduled delivery date, Surefil may, at Seller's expense and risk, either store them or return them to Seller. Surefil's acceptance of an early delivery shall not change the payment terms.

5. **Blanket Order.** If the face of this order states that it is a blanket purchase order or blanket purchasing agreement, then, except to the extent otherwise expressly stated on the face of this order, (i) Seller is obligated to deliver to or perform for Surefil all goods or services ordered or released by Surefil during the period, or in accordance with the delivery or performance schedule specified on the face of this order, (ii) Surefil is not obligated to order, release or purchase from Seller any particular quantity or volume of goods or services, and (iii) Surefil may purchase any or all of the goods or services from others.
6. **Representations and Warranties About Seller.** Seller represents and warrants to Surefil that (i) Seller has all necessary experience, qualifications, expertise, authority, licenses and permits to enable it to perform its obligations under the contract formed pursuant to this order, (ii) the Contract is the valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, (iii) Seller is solvent, (iv) Seller has not offered or given, and shall not offer or give, any gratuity or thing of value to any employee of Surefil or of any affiliate of Surefil, and (v) Seller is and shall continue to be in compliance with all equal employment and affirmative action provisions of Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act ("VEVRAA" ), Section 503 of the Rehabilitation Act of 1973 and all implementing regulations under that Order, VEVRAA and Section 503.
7. **Representations and Warranties About the Goods and Services.** Seller represents, warrants and agrees that (i) the goods and services shall be merchantable, of good material, workmanship, and quality, fit for the purposes for which Surefil intends them and free from faults and defects, (ii) the goods and services shall conform to any samples, drawings, specifications, performance criteria standards or other requirements that are referred to on the face of this order or that Surefil has otherwise specified or agreed to in writing, and (iii) the goods, their manufacture and sale, and the services shall comply with all applicable federal, state, and local laws, regulations, standards and orders, including, without limitation, the Fair Labor Standards Act of 1938 and the Occupational Safety and Health Act of 1970, as amended.
8. **Indemnity.** Seller shall indemnify and hold Surefil harmless (and defend Surefil if it requests) as to any claims, liabilities, losses, damages and expenses brought against Surefil or incurred by Surefil because of (i) any breach by Seller of any of its warranties to, or agreements with, Surefil, (ii) any claim that any of the goods or services infringes any patent, trademark, copyright or other intellectual property right, anywhere in the world, or (iii) any death, injury, or damage to any person or property alleged to have been caused by the goods or services or by Seller's manufacture of the goods or performance of the services.

9. **Inspection.** Surefil's employees or agents may at any time enter Seller's premises to inspect and test the goods, Seller's process of manufacture of them, and any materials, components, or work-in-process that is to be used in their manufacture.
10. **Changes.** Surefil may at any time, by written notice to Seller, change this order or the Contract as to (i) designs or drawings of or specifications for the goods or services, (ii) time or place of delivery or performance, (iii) method of packing or shipment, or (iv) quantity of the goods or extent of the services. If this causes a change in Seller's cost or time of performance, an equitable adjustment shall be made in the price or time for delivery or performance, or both, if Seller gives Surefil a written request for an adjustment within 20 days after Surefil notifies adjustment within 20 days after Surefil notifies Seller of the change.
11. **Termination at Surefil's Option.** Surefil may terminate this order or the Contract, in whole or in part, at any time by written notice to Seller stating the extent and effective date of termination. Upon receipt of the notice, Seller shall unless otherwise directed by Surefil, stop work and acquisition of materials under the Contract and protect property in Seller's possession in which Surefil has or may acquire an interest. Not later than 30 days after the effective date of termination, Seller may submit to Surefil its claim, if any, for reasonable compensation for termination. Surefil shall have the right to audit and inspect Seller's books, records and other documents relating to the termination claim. If the parties cannot agree within a reasonable time upon the amount of fair compensation for the termination, Surefil will pay to Seller, without duplication, (i) the purchase order price for goods or services completed in accordance with the provisions of this purchase order but not previously paid for and (ii) the actual costs incurred by Seller and properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of the Contract, but not to exceed the contract price for the terminated portion of the Contract, less any payments made by Surefil. These amounts will be payable after Seller delivers to Surefil any completed goods. Termination under this paragraph shall not impair Seller's obligations under Paragraphs 6, 7, 8, 12, 13, 15, 19, 20, 21 and 22 of these Terms of Purchase.
12. **Surefil's Rights.** Without limiting other rights and remedies available to it, Surefil may, at its option (i) return nonconforming goods to Seller, at Seller's risk and expense, and require Seller either to give Surefil full credit against the price, or promptly to repair or replace the goods at Seller's risk and expense, (ii) retain the goods and set off losses against any amount due Seller, or (iii) repair or replace the goods and charge Seller with the expense.

If at any time (i) Seller defaults in the performance of any of Seller's obligations to Surefil, (ii) Seller repudiates the Contract or (iii) any warranty or representation of Seller to Surefil in or in connection with the Contract shall be false or misleading, then Surefil may terminate the Contract, in whole or part, and Seller, if and to the extent demanded by Surefil, shall immediately deliver to Surefil finished and unfinished goods, work-in-process and raw materials acquired for use in the manufacture or processing of the goods. Payment of part or all of the purchase price by Surefil shall not be a precondition to Seller's obligation to make the delivery. After Surefil's damages for Seller's breach or

repudiation (including, without limitation, any cost of “cover” or of completing the manufacture or processing of the goods) are determined, Surefil shall pay to Seller any excess of (i) any unpaid part of the purchase price properly allocable to any such goods, work-in-process and raw materials delivered to Surefil over (ii) Surefil’s damages. Termination by Surefil under this paragraph shall not impair Seller’s obligations under Paragraphs 6, 7, 8, 12, 13, 15, 19, 20, 21 and under Paragraphs 6, 7, 8, 12, 13, 15, 19, 20, 21 and 22 of these Terms of Purchase.

In addition to Surefil’s rights set out in this order, Surefil 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 Seller. Surefil shall not lose any right just because it does not exercise it. Surefil shall have the full statutory period of limitations to bring any action arising out of Surefil’s agreement with Seller. A reasonable time for Surefil to notify Seller of any breach is not less than two years from when Surefil discovers the breach.

13. **Furnished Items.** Any drawings, specifications, documents and other information and any tooling, equipment or other property that Surefil shall furnish to, or acquire from, Seller in connection with Seller’s manufacture of the goods or performance of the services (“**Furnished Items**”) shall remain Surefil’s property. Seller shall (i) maintain in good condition any **Furnished Items**, (ii) mark the **Furnished Items** “**PROPERTY OF SUREFIL, LLC**”, (iii) not commingle the **Furnished Items** with property of Seller or third parties, (iv) allow Surefil to inspect and examine them at any time, and (v) return them to Surefil upon its request.
14. **Government Contracts.** If the goods or services covered by this order are to be used by Surefil in connection with a contract with the United States or other government, then all terms and conditions required by the government contract or by applicable law or regulation to be included in any contract formed pursuant to this order (“**Government Terms**”) are incorporated in this order by reference. If any provision of this order is inconsistent with any **Government Term**, the **Government Term** will control.
15. **Insurance.** Seller shall maintain insurance coverage that will fully protect both Seller and Surefil 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 shall arise from the goods or their use or the performance of the services or any activities connected with the services. Seller shall maintain employee’s liability and compensation insurance that will protect Surefil from any and all claims and liabilities made by Seller or any employee or agent of Seller 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, that shall be satisfactory to Surefil. Upon request, Seller shall furnish Surefil with certificates evidencing required insurance.
16. **Prepayment.** If Surefil pays any part of the purchase price of the goods before delivery to Surefil, (i) title (but not risk of loss) to each item of the goods shall pass to Surefil upon identification of the item to the Contract, (ii) to the extent necessary to protect Surefil’s title to the goods, Seller grants Surefil a security interest in the goods to secure

Seller's obligation to deliver them to Surefil and all of Seller's other present, and future obligations to Surefil, (iii) Seller shall sign and deliver to Surefil appropriate financing statements to evidence Surefil's title to the goods and that security interest, (iv) Surefil may file a photocopy of this purchase order as a financing statement, and (v) Seller shall obtain from each person holding a security interest in or lien upon the goods a written agreement releasing that security interest or lien or subordinating it to Surefil's interest in the goods.

17. **Work on Premises.** If performance of services or delivery or installation of goods by Seller involves operations by its employees or subcontractors on the premises of Surefil or of a customer of Surefil, (i) Seller 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 (ii) Seller shall keep the premises free from accumulation of waste materials and rubbish caused by its employees or subcontractors and upon completion shall promptly remove all of Seller's equipment and surplus materials.
18. **Services.** If this order covers services, (i) Seller is an independent contractor, and neither Seller nor any of Seller's employees or agents shall be considered agents or employees of Surefil, and (ii) Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation. facilities and other items necessary to perform the services.
19. **Confidentiality.** Seller shall not sell or offer to sell to anyone other than Surefil any goods made in accordance with any drawings or specifications that Surefil furnishes to Seller. Seller shall maintain the confidentiality of, and shall not disclose or use or permit to be disclosed or used or to be viewed by any third party (including any of Seller's suppliers), the goods, any designs of or specifications for the goods, any Furnished Item or any information concerning Surefil's business, operations or activities, including, without limitation, information concerning Surefil's present or proposed products, product developments, plans, strategies, finances, know-how, sales, customers and marketing or sales techniques ("**Confidential Information**"), except that Seller may disclose Confidential Information to a third party (other than a competitor of Surefil or a subsidiary or affiliate of a competitor) to the extent disclosure is necessary in order for Seller to perform its obligations under the Contract. If there is a breach of this paragraph or Paragraph 13 (either actual or threatened) by Seller, Surefil's remedies at law will be inadequate. Therefore Surefil shall have the right of specific performance or injunctive relief, or both, in addition to any and all other remedies and rights at law or in equity, and Surefil's rights and remedies shall be cumulative.
20. **Intellectual Property.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, copyrights in any copyrightable works, trademarks, trade names, trade dress, service marks, names, software and other works and matters created or developed by Seller in the course of Seller's performance of the services ("**Intellectual Property**") shall be the sole property of Surefil, and Seller assigns, and agrees property of Surefil, and Seller assigns, and agrees to assign, to Surefil all right, title and interest that Seller now has or in the future acquires in the Intellectual Property. All such copyrightable works shall be considered "works made for hire" within

the meaning of the Federal Copyright Act of 1976, as amended, and under the equivalent laws of any other country. Seller shall sign and deliver to Surefil all assignments and other documents, and Seller shall take all other actions, that Surefil shall request for the purpose of perfecting Surefil's ownership of and title to the Intellectual Property. If the goods or their design are subject to any patent rights held by Seller, then Seller grants to Surefil an irrevocable, nonexclusive, royalty-free license of the patent rights to the extent necessary to enable Seller to repair or rebuild any or all of the goods. This license is in addition to all patent licenses impliedly granted to Surefil as a purchaser of the goods.

- 21. Other Terms.** Seller shall not have and waives any security interest in or lien (including any statutory lien) upon any Furnished Items or the goods. Seller may not delegate or subcontract any of its obligations under this order without Surefil's written consent. Surefil may deduct from, and set off against, any amounts at any time owing to Seller under this order any damages or other amounts then owing to Surefil by Seller, whether under this order or otherwise. If at any time Surefil has reasonable grounds for insecurity as to Seller's performance, Seller shall provide adequate assurance of due performance within 10 days after demand by Surefil, which shall be considered to be a reasonable time.
- 22. Applicable Law.** This order and the Contract shall be governed by, and interpreted according to, Michigan law. Any action based upon or arising out of this order or the Contract may be handled by any state or federal court in Kent County, Michigan, and Seller irrevocably consents that the court shall have personal jurisdiction over Seller and waives any objection that the court is an inconvenient forum.
- 23. Complete Agreement.** Seller has not made any promises or representations to Surefil, and Surefil has not made any to Seller, that are not in this order. Any change in, or waiver of, any provision of this order or the Contract must be contained in a writing signed by Surefil.