

Terms & Conditions

Link Manufacturing, Ltd.

Effective Date: 07.01.2015
Revision Date: 00.00.0000

1. Definitions. For purposes hereof: (a) "Buyer" means Link Manufacturing, Ltd.; (b) "Seller" means the person or entity listed on the face of the purchase order; (c) "Goods" means all goods, services and other items furnished or to be furnished to Buyer under this Purchase Order; and (d) "Purchase Order" means (i) these Terms and Conditions, (ii) the order information on the face of this purchase order, (iii) any supply agreement to which this Purchase Order relates, (iv) any exhibits or supplements hereto, (v) any additional warranties given by Seller, (vi) any documents referenced in these Terms and Conditions or such supply agreement, and (vii) any written instructions by Buyer hereunder.

2. Complete Agreement, Modification: Acceptance of this Purchase Order is expressly limited to the terms and conditions stated in this Purchase Order. If this Purchase Order is construed as an acceptance of Seller's offer, this acceptance is expressly conditioned on Seller's assent to the terms and conditions of this Purchase Order, including any additional or different terms (from Seller's offer) contained in this Purchase Order. This Purchase Order contains the complete and final agreement between Buyer and Seller regarding the Goods. Any terms and conditions contained in quotations or similar forms of Seller (or proposed by Seller in any acknowledgments, acceptance, invoice or otherwise) which are in addition to, or different from, these terms and conditions are hereby rejected and will not become part of the agreement between the parties unless agreed to in writing and signed by Buyer's authorized representative.

3. Prices and Payment Terms: Unless Buyer consents in writing, this Purchase Order may not be filled at a price higher than that set out on the face hereof, or in the absence of a stated price, at a higher price than that previously quoted to or charged to Buyer. A separate, itemized invoice will be rendered in duplicate to the address shown on the face of the Purchase Order. Delay in receiving invoices, or errors or omissions on invoices or delivery of nonconforming Goods will be considered just cause for withholding payment and will not affect any of Buyer's cash discount privileges.

Any reduction in Seller's costs resulting from refunds, rebates, reductions or drawbacks of freight rates, customs duties (including antidumping and countervailing duties), import taxes, excise taxes and/or sales taxes from those in force on the date hereof is to be paid to Buyer by Seller in reduction of the price of the Goods ordered herein.

Payment terms will be as stated in the Purchase Order or net 30 days if none are listed, unless otherwise agreed to in writing between Buyer and Seller. Payment date is when payment is mailed or otherwise tendered. Acceptance of payment by Seller constitutes a release of Buyer from liability

related to the invoiced Goods. Neither signing a receipt for Goods, nor payment to Seller, will constitute either an acceptance by Buyer or waiver of any of Seller's warranties.

4. Packing, Marking and Shipping: (a) All Goods shall be properly packaged to prevent damage or deterioration and to obtain economical transportation rates. Buyer will pay no charge for packing, shipping, drayage, or storage or for preparation, crating, dunnage or other materials unless separately stated on this Purchase Order. (b) Each packing slip, bill of lading, invoice, container, tag and correspondence shall bear the applicable purchase order number (or the release order number applicable to each shipment if this is a blanket purchase order) and the location to which goods are to be shipped. (c) A waterproof master packing slip shall accompany each shipment and shall be included in one of the packages marked "Packing Slip inside" of, in the case of a carload shipment, be conspicuously displayed on the inside of the freight car. (d) The original bill of lading shall be mailed to the attention of the Buyer Traffic Manager at the final destination, on date of shipment. (e) All Goods shall be properly identified as to country of origin and all documentation in connection with the Goods shall comply with all applicable governmental regulations and Seller shall defend, indemnify and save harmless Buyer from any and all costs arising out of the failure of the Goods to be properly marked or the failure of such documentation to comply with all applicable governmental regulations, including but not limited to (i) all costs incurred in bringing the Goods or the documentation into compliance with governmental regulations, (ii) all freight costs for additional Goods to cover production or customer requirements, (iii) any fines, penalties or forfeitures levied by any government or governmental agency and (iv) any legal expenses and fees as they are incurred.

5. Delivery: Seller will promptly notify Buyer in writing of any anticipated or actual delay in delivery or performance of the Goods, the reasons therefor, and the actions being taken by Seller to overcome or minimize the delay. If no instructions are listed on the Purchase Order, then shipment of Goods will be F.O.B. destination. If for any reason Seller fails to make delivery or performance within the time specified herein, Buyer may, at its option, approve a revised delivery or performance schedule, request shipment via air or expedited routing (at Seller's expense), or terminate this Purchase Order in whole or in part without any liability and shall not be required to make further payments except for conforming Goods delivered or rendered prior to termination.



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6. Shipping Release: Seller shall not fabricate any of the Goods covered by this Purchase Order, procure any materials required in their fabrication or ship any of such Goods to Buyer, unless specific delivery dates, or an authorization for raw material acquisition and stocking periods is provided in this Purchase Order (or in a master purchase order that is referenced in this Purchase Order), or in written instructions subsequently furnished to Seller by Buyer. Buyer shall have no responsibility for Goods for which delivery dates or such written instructions have not been provided. Shipments in excess of those authorized may be returned to Seller and Seller shall pay Buyer for all expenses incurred in connection with the return of such shipments. Seller shall request permission to ship nonconforming materials in which case, if Buyer grants permission, Seller shall provide corrective action.

7. Inspection: Seller is responsible for performing all inspections and tests necessary to verify that the Goods conform to the requirements of this Purchase Order. Acceptance of Goods is subject to Buyer inspection at reasonable times and places, notwithstanding any payment or prior test or inspection. Notwithstanding prior payment, test or inspection, acceptance of Goods is subject to inspection and acceptance by Buyer within a reasonable time after arrival or performance. Buyer may reject, refuse acceptance, or revoke acceptance of any or all of the Goods, which are not strictly in conformance with the requirements of this Purchase Order and will notify Seller of such rejection in a timely manner. At Buyer's election, rejected Goods may be held for Seller's account or returned to Seller at Seller's risk and expense. No replacement or correction of nonconforming Goods shall be made by Seller without written authorization from Buyer.

8. Warranty: Seller warrants that it is a seller in the ordinary course of goods of the kind like the Goods and that the Goods will conform to the specifications, drawings, samples, or other description furnished or specified by Buyer, and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. Seller shall notify Buyer of nonconforming Goods.

9. Intellectual Property: Seller warrants that the Goods (and their sale or use, alone or in combination, according to Seller's specifications or recommendations, if any) will not infringe or misappropriate any United States or non-U.S. patents, copyrights, trademarks, trade secrets or other intellectual property, and agrees to defend, indemnify and save harmless Buyer and anyone selling or using any of Buyer's products against all loss, damage, liability, costs, expenses and legal fees as they are incurred by reason of any such infringement or misappropriation or alleged infringement or misappropriation.

10. Indemnification: Seller agrees to defend, indemnify and save harmless Buyer, its agents and customers and the users of any Goods from any and all liability, loss or damage which may be incurred by them or any of them arising out of or in connection with or related to (a) any claim of defect arising in any way out of the Goods; (b) the performance of this Purchase Order by Seller, unless such liability, loss or damage results solely from the negligence of Buyer; and (c) any misrepresentation, breach, nonperformance, or nonfulfillment of any warranty or other undertaking on the part of Seller under this Purchase Order.

11. Recall: In the event any Goods create or contribute to a vehicle recall due to a motor vehicle safety defect or a noncompliance with the United States National Motor Vehicle Traffic Safety Act or the Canadian Motor Vehicle Safety Act, as amended, Seller shall pay Buyer's costs and expenses associated with that recall or correction.

12. Insurance: Seller shall maintain insurance coverage in amounts not less than the following: (a) Workers Compensation - Statutory Limits for the jurisdiction(s) in which this purchase order is to be performed (or evidence of authority to be self-insured); (b) Employer's Liability - \$1,000,000; (c) Commercial General Liability (including Products/ Completed Operations and Blanket Contractual Liability) - \$2,000,000 combined single limit; and (d) Automotive Liability (including owned, non-owned and hired vehicles) - \$1,000,000 combined single limit. At Buyer's request, Seller shall furnish to Buyer certificates of insurance setting forth the amount(s) of coverage, policy number(s), insurers providing coverage, and date(s) of expiration for insurance maintained by Seller. Such certificates will provide that Buyer is named as additional insured, and shall receive not less than thirty (30) days' prior written notification from the insurer of any termination or reduction in the amount or scope of coverages. Seller's purchase of appropriate insurance coverage or the furnishing of certificates of insurance shall not release Seller of its obligations or liabilities under this Purchase Order or applicable law. In the event of Seller's breach of this provision, Buyer shall have the right to cancel the undelivered portion of any goods or services covered by this Purchase Order and shall not be required to make further payments except for conforming Goods delivered or rendered prior to cancellation.

13. Return Goods: Returns of Goods shall be in accordance with Buyer's Return Goods Policy in effect on the date of the return.

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14. Termination at Option of Buyer: In addition to its other rights to terminate or cancel set forth in this Purchase Order, Buyer, at its option, may terminate this Purchase Order, blanket purchase order or any release issued under a blanket purchase order in whole or in part by written notice to Seller. Upon termination under this paragraph, (a) as to Goods completed prior to receipt of notice, Buyer shall pay Seller the Purchase Order price per unit completed, and (b) as to work in progress under this Purchase Order prior to receipt of notice, Buyer shall pay Seller only the pro rata portion of the purchase price per unit corresponding to the percentage of completion of such work. All completed or uncompleted Goods shall be held by Seller for the benefit of Buyer until receipt of shipping instructions from Buyer. Payments made under this paragraph shall not exceed the price of the quantities specified in this Purchase Order or Buyer's release. Notwithstanding the foregoing, Buyer's responsibility for tooling, equipment, plant refurbishing, additional rework or repair expenses incurred by Seller will be limited to the amounts specifically authorized in writing by Buyer. Buyer may audit Seller's records before or subsequent to payment to verify amounts requested in Seller's termination claim.

15. Termination for Default of Seller: If Seller (a) refuses or fails to make deliveries of the Goods as specified in this Purchase Order or in any release issued to Seller, or (b) fails to perform any other provisions of this Purchase Order and does not cure such failure within a period of ten (10) days after receipt of notice from Buyer specifying such failure, Buyer may, at its option, by written notice to Seller terminate in whole or in part this Purchase Order without any liability or payment obligations to Seller.

16. Changes: Buyer's authorized representative at any time by change order or release authorization to the extent of unreceived items, may make changes in drawings and specifications, the methods of packing and shipping, and the time and place of delivery of goods or services furnished under this purchase order or any release authorization issued thereto. Seller shall notify Buyer within ten (10) days after receipt of the purchase order or release authorization if the change will affect time of performance, or the amount to be paid by Buyer hereunder, and an adjustment will be negotiated by the parties in good faith. Any claim for adjustment of time or payment will be deemed absolutely and unconditionally waived, unless asserted in writing (including the amount of the claim) and delivered to Buyer within such ten (10) day period. Seller shall notify Buyer of any new or reworked tooling being used or if there has been a change in manufacturing location.

17. Buyer's Proprietary Rights: Unless otherwise agreed in writing, all drawings, designs, prototypes, specifications,

tools, equipment or materials of every description furnished to Seller by Buyer hereunder or specifically paid for by Buyer and all tooling, patterns, and molds manufactured by Seller from Buyer's specifications and specifically paid for by Buyer shall be and remain the property of Buyer. Seller hereby assigns to Buyer all right, title and interest in and to any intellectual property embodied in any tooling, patterns, and molds manufactured by Seller from Buyer's specifications and specifically paid for by Buyer. All such property shall be held at Seller's risk and insured at Seller's expense in an amount equal to its replacement cost with loss payable to Buyer. It shall be safely stored, maintained, and wherever possible, clearly marked "Property of Link Manufacturing, Ltd." by Seller. Buyer shall have the right to enter upon Seller's premises to inspect such property and any related records. Upon Buyer's written request, Seller shall prepare the property for shipment and redeliver the property to Buyer in the same condition in which it was manufactured or received, reasonable wear and tear excepted, or at Buyer's option, Seller shall assemble the property for pickup by Buyer or destroy or have destroyed any such property designated by Buyer and certify to Buyer that such property has been destroyed.

The right to use any of Buyer's drawings, designs, specifications, prototypes, trademarks, patents, tools, molds or equipment which may be disclosed or provided to Seller by Buyer is limited to producing articles for sale exclusively to Buyer and its divisions, subsidiaries and affiliated companies. Except as otherwise authorized in writing by Buyer, Seller will use any such information or property solely in connection with Seller's performance of this purchase order, or any subsequent release issued pursuant to this purchase order. The transfer of any Buyer's information or property to Seller shall not be construed as granting a license other than a nonexclusive terminable license solely for such usage or any right of ownership in any such information or property.

Except as provided below, Seller agrees to keep any information identified as confidential or proprietary by Buyer or that Seller otherwise knows or has reason to know that the same is confidential or proprietary information of Buyer, whether in tangible or verbal form, in strict confidence and not to disclose any such information to any third parties or any of Seller's employees, shareholders, officers or directors, except those having a legitimate need to know in connection with Seller's performance of this Purchase Order. This paragraph will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with Seller's performance of its obligations or exercise of its rights under this Purchase Order; (b) any use or disclosure required by applicable law (e.g., pursuant to legal process), provided that to the extent legally permissible Seller gives Buyer reasonable advance notice thereof (e.g., so as to afford Buyer an opportunity to

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intervene and seek an order or other appropriate relief for the protection of such information from any unauthorized use or disclosure); or (c) any use or disclosure of information that: (i) was known to Seller prior to receiving the same from Buyer; (ii) is acquired by Seller from another source who has a lawful right to disclose the information; or (iii) is or becomes part of the public domain through no fault or action of Seller.

18. Compliance with Laws and Regulation: Seller warrants that the Goods and its performance of this Purchase Order will comply with the requirements of all applicable federal, state and local statutes, regulations and orders which may now or hereafter govern or restrict Seller's performance under this Purchase Order or Buyer's use or sale of the Good. Seller will defend, indemnify and save harmless Buyer from any claim, loss or damage arising in whole or in part from Seller's violation or alleged violation of the same. Buyer serves from time to time as a contractor for the United States Government. Seller agrees that, if applicable to this Purchase Order, Seller will comply with the requirements of U.S. Executive Order 11246 and other applicable equal employment opportunity laws. Contract clauses required by the U.S. Government in such circumstances are incorporated herein by reference. Seller shall promptly notify Buyer of any applicable export or import requirements or restrictions of any government or governmental entity with respect to the Goods.

19. Duty Drawback Rights: Buyer shall be entitled to all duty and import drawback rights related to the Goods which Seller can transfer to Buyer, including rights developed by substitution and rights which may be acquired from Seller's suppliers. Seller agrees to inform Buyer of the existence of any such rights and upon request to supply such documents as may be required to obtain such drawback.

20. Ingredients Disclosure and Special Warnings and Instructions: Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the Goods purchased hereunder; (b) the amount of one or more ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the Goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on goods, containers and packing) of any hazardous material which is an ingredient or a part of any of the Goods, together with such special handling instructions as may be necessary to advise carriers, Buyer and their respective employees of how to exercise that measure of care and precaution which will best prevent bodily injury or property damage in the handling, transportation, processing, use, or disposal of the Goods, containers and packing shipped to Buyer.

21. Certificates of Canadian Value Added: If applicable and upon request, Seller shall promptly furnish a "Certificate of Canadian Value Added" or furnish certification of North American content in accordance with U.S. or Canadian Government regulations pertaining hereto. Seller agrees to defend, indemnify and save harmless Buyer and/or its customers against all loss resulting directly or indirectly from Seller's delay in completing and returning such certificate to Buyer and from incorrect information therein furnished by Seller.

22. Canadian Goods and Services Tax: If applicable, Seller shall, if it has not already done so, furnish Buyer with its Canadian Goods and Services Tax registration number and Seller warrants that any Canadian Goods and Services Tax registration number so furnished is the registration number assigned to it by the Government of Canada.

23. Link Supplier Quality Manual: In its performance of this Purchase Order, Seller shall comply, and ensure that the Goods comply, with the terms and conditions set forth in Seller's then current Link Supplier Quality Manual which can be found at www.linkmfg.com/supplier-info.

24. Code of Conduct: The Seller undertakes to comply with the Link Mfg. Code of Conduct. This document can be found at www.linkmfg.com/supplier-info

25. Miscellaneous

- This Purchase Order inures to the benefit of Buyer and its successors and assigns. Any assignment of this Purchase Order or any interest therein without the prior written approval of Buyer shall be void.

- No waiver of any provisions of this Purchase Order by Buyer shall constitute a waiver of any other provision, or a waiver of any subsequent default by Seller.

- Usage of trade shall not be applicable to this Purchase Order unless consistent with the terms set forth herein.

- Buyer's remedies provided in this Purchase Order are cumulative and in addition to any other remedies Buyer may have under law or equity.

- Failure by Buyer to assert all or any of its rights upon any breach of this Purchase Order will not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor will any waiver be implied from the making or acceptance of any payment or service. No waiver of any right will extend to or affect any other right Buyer may possess, nor will such waiver extend to any subsequent similar or dissimilar breach.

- If any provision or portion thereof of this Purchase Order shall for any reason be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, and this Purchase Order shall be construed



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as if such invalid or unenforceable provision had not been contained herein. Upon such determination that any such provision or portion thereof is invalid or unenforceable, Buyer and Seller shall negotiate in good faith to modify this Purchase Order so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the greatest extent possible.

- This Purchase Order shall be governed by and construed and enforced in accordance with the laws of the State of Iowa without reference to its choice of law rules, except the United Nations Convention on Contracts for the International Sale of Goods (1980), and any successors thereto, does not apply. Seller will commence or prosecute any action or claim arising under or relating to this Purchase Order other than in the state courts located in Sioux County, Iowa or federal courts located in Iowa and Seller hereby irrevocably consents to the jurisdiction and venue of such courts with regard to all actions or claims arising under or relating to this Purchase Order.

- In addition to any right of setoff provided by law, all amount due Seller shall be considered net of indebtedness of Seller to Buyer and its subsidiaries and affiliated companies and Buyer may deduct any amounts due or about to become due from Seller to Buyer and its subsidiaries and affiliated companies from any sums due or to become due from Buyer.

- Seller warrants that it is an independent contractor and not an employee, agent, joint venture or representative of Buyer. Nothing in this Purchase Order will be construed as creating an employer-employee, joint venture or partnership relationship. Seller has no authority to bind or otherwise obligate Buyer in any manner.

- SELLER'S USE OF BUYER'S TRADEMARKS IS LIMITED TO PRODUCING GOODS SOLELY IN CONNECTION WITH THE PERFORMANCE OF THIS PURCHASE ORDER. SELLER IS NOT AUTHORIZED TO USE SUCH TRADEMARKS FOR ANY OTHER PURPOSE.

IN NO EVENT WILL BUYER BE LIABLE TO SELLER, SELLER'S AGENTS, EMPLOYEES OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUE OR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS PURCHASE ORDER, WHETHER OR NOT BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BUYER'S LIABILITY EXCEED THE TOTAL DOLLAR AMOUNT OF THIS PURCHASE ORDER.