

**Acceptance-Agreement.** Acceptance of Siliconature's order is limited to acceptance of Siliconature's express terms, including attachments. Proposals for additional or different terms by Seller to vary in any degree any of the terms of this offer in Seller's acceptance is rejected. Buyer proposals shall not operate as a rejection of Siliconature's offer unless such variances are in the terms of the description, quantity, price or delivery schedule of the goods, but shall be deemed an alteration, and this offer shall be deemed accepted by Seller without said additional or different terms. If this order is deemed an acceptance of a prior offer by Seller, such acceptance is limited to the express terms contained in the complete copy of terms unless Seller notifies Siliconature to the contrary in writing within ten (10) days of receiving this order.

**Termination for Convenience of Siliconature.** Siliconature may terminate this order at its sole discretion. Upon order termination, Seller will immediately stop all work on the order. Siliconature's liability to Seller for termination is a termination charge equal to the order's overall price time multiplied by the percentage of Seller's work performed prior to Siliconature's termination notice, plus direct, paid costs resulting from termination. Seller shall not be paid for any work done after termination notice, or for costs incurred by Seller's suppliers or subcontractors which Seller could reasonably avoid.

**Termination for Cause.** Siliconature may terminate this order upon Seller's failing to make timely progress, nonperformance, or breach of this order, or in the event of insolvency, bankruptcy, or receivership of Seller, each effective upon notice to Seller. Late deliveries, deliveries of defective goods or not conforming to this order, and failure to provide Siliconature reasonable assurance of future performance (upon request) are causes allowing Siliconature to terminate this order for cause. Upon termination for cause, Siliconature shall not be liable to Seller for any amount.

**Shipment.** Time is of the essence of this contract. If delivery of Seller's goods is not completed by the time promised, Siliconature may terminate this order via notice to Seller for goods not yet shipped and purchase substitute items elsewhere. Seller is liable for any Siliconature loss incurred. Seller shipments will be properly-packed, marked and shipped in accordance with the requirements of the transporting common carrier, securing the lowest then-available rates. If compliance with Siliconature's delivery date requires special or more expensive transportation methods, any increased transportation costs to be paid by Siliconature must be previously approved in writing by Siliconature.

**Importation.** Seller is responsible for the entry and importation into the customs territory of the United States of the goods subject to this order. Seller will exercise commercially-reasonable best efforts and care with respect to declared value, tariff classification, and country of origin of the goods reported to United States Customs and Border Protection. Seller will comply with all applicable provisions of the United States customs laws. Seller indemnifies Siliconature for costs, duties, fees, taxes, losses, and damages (including court costs and reasonable attorneys' fees), which may be incurred by Siliconature for actual or alleged U.S. customs laws violations with respect to Seller goods.

**Reports; Confidentiality.** Seller shall not disclose any Siliconature-provided information to other

parties or use such information for any purpose other than performing Siliconature's order, without Siliconature's prior written consent. Siliconature formulas, specifications, terms, or other documents or information delivered by Siliconature in connection with this order shall be immediately returned to Siliconature upon request. Seller shall not, except in performance of Siliconature's order, disclose to third parties (or use except for Siliconature's benefit) information concerning Siliconature's business Seller obtains via performance. Seller's confidentiality obligation survives termination of this order. Seller's confidentiality obligations do not apply to information in the public domain through no fault of Seller.

**Warranty.** Seller warrants that goods or services furnished under this order are (1) new, (2) conform to Siliconature's specifications and appropriate manufacturing standards, and (3) free from defects in material or workmanship. Seller warrants that such goods or services conform to statements made on containers or labels or advertisements for such goods, or services, and that any goods will be properly contained, packaged, marked and labeled. Seller warrants that goods or services furnished will be merchantable, safe, and appropriate for purposes goods or services of that kind are normally used. If Seller knows or has reason to know the particular purpose for which Siliconature intends to use the goods or services, Seller warrants that such goods or services will be fit for such particular purpose.

Seller warrants the goods and services (and Siliconature's stated intended use of the goods and services, when known) will not violate any intellectual property rights of any third party, or constitute misappropriation or wrongful use of trade secrets or confidential information. Seller warrants that goods or services furnished conform to samples. Seller warrants that the goods will be free of encumbrances. Seller will provide accurate certificates of origin for its goods, including pursuant to NAFTA, on a timely basis. Seller shall not change the country of origin of goods, or any raw material or component of the goods, without Siliconature's prior written approval.

Seller warrants every article, chemical substance or mixtures sold or otherwise transferred to Siliconature complies with the standards, rules, orders, and regulations promulgated or prescribed pursuant to the Occupational Safety and Health Act of 1970, as amended, and the Toxic Substances Control Act as applicable.

Inspection, test, acceptance, review and approval of Seller's materials or designs, or use of the goods or services furnished shall not affect Seller's obligation under this warranty. Seller's warranties survive inspection, test, acceptance and use. Seller's warranties shall run to Siliconature, its successors, assigns and customers, and users of products sold by Siliconature. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to Siliconature, when notified of such nonconformity by Siliconature. In the event of Seller's failure to correct defects in or replace nonconforming goods or services promptly, Siliconature, after reasonable notice to Seller, may make such corrections or replace such goods and services and charge Seller for the cost incurred in doing so or engage a third party to provide substitute goods or services and charge Seller for the costs of obtaining the substitute goods or services from the third party. The warranties listed above are addition to any Seller warranties expressly or imposed by law.

**Force Majeure.** Siliconature shall have the option of canceling all or any part of the undelivered goods and/or services covered by this order, or Siliconature may delay delivery or acceptance occasioned by causes beyond its control without liability in respect of the goods and/or services so cancelled. Seller shall hold such goods at the direction of the Siliconature, and shall deliver them when the cause affecting the delay has been removed.

Siliconature shall be responsible only for Seller's direct additional costs in holding the goods or delaying performance of this order at Siliconature's request. Neither party shall be responsible or liable to the other party for failure or delay in performance of its obligations under this Agreement, because of circumstances beyond its reasonable control, including, but not limited to, acts of God, flood, fire, accident, embargoes, sabotage (including, but not limited to computer viruses), governmental action, or the effect of any laws, ordinances or regulations which restrict or prohibit the transactions contemplated by this Agreement. If Seller is unable to substantially perform for any of the reasons described in this Article, it shall notify Siliconature promptly, in writing, of such inability to perform and shall use commercially-reasonable best efforts to remove or correct the cause of its inability to perform and shall resume performance hereunder as soon as practicable whenever such cause is removed or corrected. If Seller's ability to supply Siliconature's purchase requirements under this Agreement is caused by a force majeure condition (as set forth in this Article), Seller agrees that it will not allocate its supply of goods amongst its customers unless and until Siliconature's purchase requirements are met under this Agreement.

**Intellectual Property.** In addition to other remedies available by law and under this order, should the goods delivered by Seller become, or in Siliconature's commercially-reasonable opinion be likely to become, subject to claims of infringement of any patent, trademark, copyright, or other intellectual property right, then Seller shall, at Siliconature's option: (1) procure for Siliconature the right to use the goods free of any liability for infringement, (2) replace such goods with non-infringing substitutes or modify such goods to be non-infringing, or (3) refund Siliconature's purchase price and accept the return of such goods.

**Indemnification.** Seller shall defend, indemnify and hold harmless Siliconature, its affiliates, agents, successors, assigns, customers and other vendors, and their respective present and future directors, officers, employees (collectively, "Indemnified Parties") against all claims, demands, liabilities, losses, costs, fees, expenses, damages, penalties and injuries of any kind or nature (including court costs and reasonable attorneys' fees) (collectively, "Damages") arising out of or resulting in any way from any breach of Seller's warranties, from any act or omission of Seller, its agents, employees or subcontractors and from all damages suffered as a result of the failure of Seller's goods or services to comply with all state, federal and local laws, rules and regulations. This indemnification is in addition to Seller's warranty obligations.

**Changes.** Siliconature shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any

such changes cause an increase or decrease in the cost, or the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this section.

**Inspection/Testing.** Payment for goods delivered shall not constitute Siliconature's acceptance. Siliconature may inspect such goods and reject any or all of said goods which are, in Siliconature's judgment, defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for in this order may be returned to Seller at its expense and, in addition to Siliconature's other rights, Siliconature may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. If Siliconature receives goods whose defects or nonconformity is not apparent on examination, Siliconature reserves the right to require replacement, as well as payment of damages. Nothing contained in this order shall relieve in any way Seller from the obligation of testing, inspection and quality control.

**Entire Agreement, Ambiguity, Waiver.** This order, together with all exhibits and schedules hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this order shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this order shall be deemed or shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. In the event of any conflict or ambiguity, the terms of this order shall supersede any exhibit, addendum or other agreement.

**Assignments and Subcontracting.** No part of this order may be assigned or subcontracted without Siliconature's prior written approval.

**Setoff.** Siliconature monetary claims shall be subject to deduction or setoff by Siliconature by reason of any counterclaim arising out of this or any other transaction with Seller.

**Invalidity.** If a provision contained in this order or in another instrument referred to herein is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not change any other provision of this order or any other such instrument.

**Limitation on Siliconature's Liability.** In no event shall Siliconature be liable for anticipated profits or for incidental, exemplary, special, or consequential damages. Siliconature's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this order or from the performance or breach hereof shall in no case exceed the price allocable to the goods or services or unit thereof giving rise to the claim. Siliconature shall not be liable for any penalties.

**Waiver of Jury Trial / Arbitration.** Seller waives trial by jury rights in proceedings regarding this order or any related agreement or under any amendment, instrument, document or agreement delivered or which may in the future be delivered in connection with this agreement, and agrees that any such action or proceeding will be tried before a court. The parties agree to have any claim,

dispute, proceeding or action heard in the courts with jurisdiction over Kent County, Michigan and waive objections to such venue. All such claims, disputes, proceedings, or action will be subject to and heard via arbitration in accordance with the procedures and rules of the American Arbitration Association.