

General Terms and Conditions of Delivery of Siegwark USA Inc.

1. Application of Terms and Conditions

No terms or conditions other than these General Terms and Conditions of Delivery shall apply to this Sale Order between Siegwark USA Inc. ("Siegwerk") and the purchaser of such goods or services (the "Purchaser"). All terms and conditions contained in any purchase order or other document presented by the Purchaser that are different from or in addition to the terms and conditions of this Sale Order are hereby rejected and shall not be binding on Siegwark, whether or not they would materially alter this Sales Order. Siegwark hereby objects to all such conflicting or additional terms and conditions.

2. Formation of Contract

A contract shall be formed only if confirmed in writing by Siegwark or by Siegwark's execution of the order.

3. Prices

- 3.1 Siegwark's prices are quoted ex works and do not include any sales, use, excise or other taxes, duties or charges that may be imposed by any Federal, state or local governmental authority. The Purchaser agrees to pay or reimburse Siegwark for the full amount of any such taxes or other related charges that Siegwark is required to pay, with the exception of sales or use taxes if the Purchaser provides Siegwark with a valid tax exemption certificate for the applicable goods.
- 3.2 All prices are subject to increases due to any additional costs incurred by Siegwark as a result of price increases or any changes in applicable laws.
- 3.3 If Siegwark raises the price of the goods to be sold under this contract pursuant to Section 3.2, the Purchaser has the right to rescind this contract, in which event the parties shall each bear their own costs for such rescission. The Purchaser must notify Siegwark in writing within 2 weeks after receipt of notification of the price increase of its intent to rescind this contract. Otherwise, the Purchaser shall be deemed to have accepted such price increase.

4. Deliveries, Delay in Delivery

- 4.1 Siegwark reserves the right to make partial deliveries and provide partial performance when necessary. In such instances, payment shall be due for items actually shipped.
- 4.2 Unless otherwise specifically agreed, stated delivery dates are estimates by Siegwark of the time required to fulfill the Purchaser's order. Siegwark reserves the right to adjust shipment schedules. Acceptance by the Purchaser of the goods waives any claim resulting from a delay.

5. Place of Performance / Delivery, Transfer of Risk

The place of performance/delivery as well as the transfer of risk of loss shall be on an "ex works" basis, as such term is defined in the Incoterms of the International Chamber of Commerce (Incoterms 2010).

6. Security Interest

- 6.1 Siegwark shall retain a purchase money security interest under the Uniform Commercial Code, as in effect in the State of Iowa (the "UCC"), in the goods delivered hereunder until payment in full has been made.
- 6.2 Siegwark shall have all of the rights and remedies of a secured creditor under the UCC. The Purchaser shall, if requested by Siegwark, execute such financing statements and other documents as Siegwark may request in order to perfect Siegwark's security interest. The Purchaser hereby authorizes Siegwark to file any such financing statements.

7. Force Majeure

- 7.1 Siegwark shall have no liability hereunder to the purchaser or to anyone presenting claims through the Purchaser for any delays in delivery or any breach, failure or omission on the part of Siegwark if caused by any law, rule, regulation, order or ruling of any Federal, state or local governmental authority; any labor disturbances, riot, fire, flood, accident, delay of common carrier, or act of God; Siegwark inability to obtain supplied, raw materials, component parts or services through its regular and usual sources of supply; delays in shipments or deliveries caused by Siegwark's manufacturers and suppliers; or any other cause beyond Siegwark's control. Where delivery is to be in installments, delay in the delivery of any installment shall not relieve the Purchaser of its obligations to accept subsequent deliveries.
- 7.2 IN NO CASE SHALL SIEGWARK BE LIABLE TO THE PURCHASER, OR TO ANYONE PRESENTING CLAIMS THROUGH THE PURCHASER, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM ANY DELAY IN DELIVERY, OR ANY OTHER BREACH, FAILURE OR OMISSION BY SIEGWARK, REGARDLESS OF THE CAUSE OR NATURE OF SUCH DELAY, BREACH, FAILURE OR OMISSION, AND SIEGWARK'S LIABILITY IN ANY SUCH EVENT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE GOODS SOLD BY SIEGWARK TO THE PURCHASER WITH RESPECT TO WHICH ANY DAMAGES ARE CLAIMED.

8. Invoicing and Payment

- 8.1 Payment by the Purchaser shall be due within 30 days after receipt of the invoice. Purchaser may set-off amounts owing hereunder only against unliquidated undisputed amounts owed by Siegwark to Purchaser.
- 8.2 The Purchaser agrees to pay a service charge of the lower of (i) one and one-half percent (1½%) per month, or (ii) the highest rate permitted by applicable law, in each case, commencing thirty (30) days following delivery of the invoice. The Purchaser's payments on overdue invoices shall be applied first against accrued service charges. To the extent permitted by applicable law, the Purchaser agrees to pay all of Siegwark's costs of collection of overdue invoices, including attorneys' fees.
- 8.3 Siegwark shall have the continuing right to approve the Purchaser's credit. Siegwark may at any time demand advance payment, satisfactory security or a guarantee of prompt payment and, if such is refused, Siegwark may terminate this contract and refuse to deliver any undelivered goods, and the Purchaser shall immediately become liable to Siegwark for the unpaid price of all goods delivered and for damages.
- 8.4 If the purchaser is in arrears with a payment, Siegwark may, at its option, declare all accounts payable by the Purchaser to Siegwark immediately due and payable, irrespective of the maturity.

9. Limited Warranty and Liability Limitation

- 9.1 The goods shall be deemed accepted by the Purchaser when the Purchaser (i) notifies Siegwark of acceptance in writing, (ii) uses the goods or permits use by others, (iii) remits payment for the goods to Siegwark, or (iv) fails to notify Siegwark of rejection within 10 days after the Purchaser takes possession of the goods. The Purchaser may not revoke its acceptance, except as specifically permitted under the UCC. Any use by the Purchaser of any part or all of the goods after any attempted rejection or revocation or acceptance is wrongful against Siegwark and will constitute acceptance of all of the goods by the

Purchaser. Goods may not be returned unless authorized by Siegwark. Returned good must be securely packed to reach Siegwark without damage.

- 9.2 Siegwark warrants that the goods will be free from defects in manufacturing and materials at the time of shipment. Should the Purchaser determine that any goods fail to conform to this warranty the Purchaser must give written notice and a specific description of such nonconformity to Siegwark within ten (10) days of delivery or it shall be deemed to have been waived. Siegwark must be given the opportunity to inspect the goods alleged to be defective. Siegwark will, at its option, remedy any nonconformity by reworking any defective good, making available reworked or replacement goods, or by issuing a credit for the defective goods. Replacement of nonconforming goods means only delivering to the Purchaser conforming goods – it does not include any cost or liability for replace the replacement goods in or on any product. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9.3 THE REMEDIES SET FORTH IN SECTION 9.2 SHALL CONSTITUTE THE PURCHASER'S EXCLUSIVE REMEDIES FOR SIEGWARK'S BREACH OF ANY WARRANTY WITH RESPECT TO THE GOODS OR ANY OTHER LIABILITY OF SIEGWARK TO THE PURCHASER, INCLUDING ANY ARISING OUT OF THE NEGLIGENCE OF SIEGWARK, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. ANY WARRANTIES SPECIFICALLY SET FORTH HEREIN, AND ANY LIABILITY OF SIEGWARK FOR ANY BREACH OF WARRANTY, ARE CONDITIONED UPON PROPER STORAGE AND USE OF THE GOODS. IMPROPER STORAGE, HANDLING, ALTERATION OR USE OF THE GOODS WILL VOID ALL WARRANTIES CONTAINED HEREIN.
- 9.4 SIEGWARK'S LIABILITY FOR ANY CLAIMS, DAMAGES, LOSSES OR LIABILITIES ARISING OUT OF OR RELATING TO ITS PERFORMANCE HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE GOODS SOLD PER SUCH ORDER. IN NO EVENT SHALL SIEGWARK BE LIABLE TO THE PURCHASER OR THE PURCHASER'S AFFILIATES, EMPLOYEES, REPRESENTATIVES, CUSTOMERS OR AGENTS FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LABOR COSTS, RESULTING FROM THE USE OF INABILITY TO USE THE GOODS, FROM THE GOODS' INCORPORATION INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT, FROM ANY BREACH OF THIS AGREEMENT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESS OR IMPLIED), CONTRACT, TORT (INCLUDING STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY AND REGARDLESS OF ANY ADVICE OR REPRESENTATION THAT MAY HAVE BEEN RENDERED BY SIEGWARK REGARDING THE GOODS OR SIEGWARK'S PERFORMANCE HEREUNDER.
- 9.5 Any action for breach of this contract must be commenced within one year after the cause of action has accrued, as provided in Siegwark 2-725 of the UCC.

10. Cancellation

- 10.1 Except for a cancellation described in Section 3.3 or resulting from a default by Siegwark, the Purchaser may not cancel this contract without Siegwark's prior written consent. In such event, the Purchaser shall pay Siegwark the contract price for all goods that have been completed by Siegwark prior to termination and shall reimburse Siegwark for Siegwark's expenses for labor, material, unamortized tooling, overhead and any other commitments made and expenses incurred by Siegwark to date of cancellation for goods not yet produced, in accordance with Siegwark's standard charges therefore. Split deliveries may not be cancelled if Siegwark has already produced the goods and they are awaiting delivery. No cancellation by the Purchaser for the default by Siegwark shall be effective until Siegwark has failed for 30 days from the date it receives written notice of a default to cure such default to the Purchaser's reasonable satisfaction.
- 10.2 Siegwark may cancel any order in whole or in part if: (i) the Purchaser breaches any term or condition herein; (ii) any material representation made by the Purchaser to Siegwark proves to be false or misleading; (iii) the Purchaser is insolvent; (iv) a case naming the Purchaser as "debtor" is commenced under any chapter of the United States Bankruptcy Code, or a similar proceeding under foreign law is commenced with respect to the Purchaser; (v) the Purchaser makes an assignment for the benefit of creditors; (vi) a trustee or trustee is appointed for the Purchaser's property; or (vii) a formal or informal proceeding for the dissolution, liquidation or winding up of affairs of the Purchaser is commenced. In the event of any cancellation by Siegwark for any of the foregoing reasons, Siegwark shall have the rights, in addition to its other rights, to (a) refuse to deliver goods and/or perform hereunder, and (b) be reimbursed by the Purchaser for Siegwark's expenses for labor, material and overhead incurred by Siegwark to date of cancellation, in accordance with Siegwark's standard charges therefore.

11. Confidentiality and Advertising

- 11.1 The Purchaser shall treat as confidential all proprietary, non-public information, knowledge and materials, including technical and other data, techniques, trade secrets, know-how and other confidential documentation (together, "Information") received from or on behalf Siegwark or disclosed in any other way by Siegwark or any affiliate or representative thereof, and shall not disclose any such information to third parties, but use it solely for the purpose of executing this contract. The Purchaser shall, if requested by Siegwark, promptly return all Information delivered to it in tangible form, including documents, samples or specimens, without retaining any copies or notes. Siegwark shall have and retain sole ownership of all intellectual property rights related to the Information.
- 11.2 Except as may be required by applicable law, the Purchaser shall not include in any of its informational or advertising materials or otherwise disclose to any third party any of the terms of this contract or any other aspect of its business dealings with Siegwark, without Siegwark's express prior written consent.

12. Miscellaneous

- 12.1 The Purchaser may not assign or delegate any of its rights or obligations under this contract without Siegwark's prior written consent.
- 12.2 The Purchaser is solely responsible for compliance with all applicable laws regarding import, transport, storage and use of goods.
- 12.3 The invalidity of any term contained in this Sale Order shall not affect the enforceability of any of the other terms contained herein.
- 12.4 Any modifications or amendments to this Sale Order shall be valid only if contained in a writing duly executed by Siegwark.

13. Place of Jurisdiction and Applicable Law

- 13.1 This contract shall be governed by the laws of the State of Iowa without regard to applicable conflicts of laws principles. The United Nations Convention on Contracts or the International Sales of Goods (CISG) shall not apply to this contract.
- 13.2 The Purchaser hereby submits to the jurisdiction of the federal and state courts located in the State of Iowa.