

LACKS ENTERPRISES, INC.
TERMS AND CONDITIONS OF SALE
TO CUSTOMER

April 1, 2014

These terms and conditions of sale are effective April 1, 2014 (the “Effective Date”) and shall govern sales by affiliates of Lacks Enterprises, Inc., including Lacks Wheel Trim, LLC, Lacks Exterior Trim, LLC and Plastic Plate, LLC (each individually referred to herein as “Seller”) and purchasers of goods or services from Seller (each referred to herein as “Buyer”) with respect to purchase orders or releases for goods or services (“Goods”) issued on or after the Effective Date.

1. **Guiding Principles.** Buyer and Seller will strive to communicate timely, openly, and honestly in order to accomplish their respective business objectives. Buyer and Seller will strive to continue a long-term business relationship through mutual trust, cooperation, and goodwill in their dealings with one another.

2. **The Contract.** Any contract for the purchase and sale of Goods between the Buyer and the Seller (“Contract”) shall consist of the terms and conditions set forth herein (“Terms”) together with the following: Buyer’s request for a quotation together with any drawings or specifications contained therein; Seller’s quote of record including any comments, qualifications or notes therein; Buyer’s purchase order which shall refer to the applicable quote of record; Seller’s acceptance of the Buyer’s purchase order; and any other document specifically accepted by Buyer and Seller and acknowledged as part of the Contract. The Contract shall not include any unilateral policies, procedures, standards, announcements, web site postings or similar pronouncements issued by either Buyer or Seller. These Terms shall have priority over all other aspects of the Contract; subject to the Terms, if the terms of any of the above documents are inconsistent with one another, then documents will have priority in the reverse order listed above.

Seller objects to and shall not otherwise be bound by any additional or different terms not set forth in the Contract, whether printed or otherwise, or in any other communication between Buyer and Seller. Prior courses of dealing, trade practices, and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to, detract, or are inconsistent with the Contract, shall not be binding on Seller. There shall be no agreements, promises or understandings, except as expressed in the Contract.

3. **Acceptance.** A Contract may only be formed by written agreement as described in paragraph 2. No action by Seller such as delivery of Goods, the rendering of services, or the commencement of work on Goods, will be deemed an acceptance by Seller of any offer by the Buyer to purchase Goods.

4. **Price.** The following subparagraphs will govern the price to be paid by the Buyer to the Seller for the Goods under the Contract.

A. Sale Price. The sale price to be paid by the Buyer to the Seller for the Goods shall be established in each Contract subject only to change as described in this paragraph 4 (“Price”). Productivity, give back, or other price concessions will not be applicable unless specifically accepted by Seller in writing.

B. Changes in Specifications. Buyer reserves the right to make changes, or to cause the Seller to make changes, to the drawings, specifications, sub-suppliers, sub-contractors, and other provisions of any Contract. If any such change results in an increase or a decrease in the cost of, or the time required for, manufacturing or delivering the Goods, an equitable adjustment shall be made in the Price (up or down) or delivery schedule, or both, and, subject to the agreement of Buyer and Seller, the Contract shall be modified in writing accordingly.

C. Volume and Cost Changes. If Seller or Buyer believe a change in Price (up or down) is warranted due to significant and ongoing changes in volume, component costs, manufacturing costs, or otherwise, then either may file a Price change request with the other party as appropriate. The party requesting the Price change will provide information reasonably requested by the other party to substantiate the requested Price change. The parties will promptly negotiate any Price change in good faith and, subject to the agreement of Buyer and Seller, the Contract shall be modified in writing accordingly.

D. Material Price Increases. If any cost of raw materials or other commodities used in the manufacture of Goods shall increase by more than five percent (5%) during the Initial Term and/or any Renewal Term of the Contract, then the Price shall be adjusted at such time. Seller and Buyer will negotiate in good faith and mutually agree on and implement an appropriate Price increase to reflect the full amount of any such price increase and, subject to the agreement of Buyer and Seller, the Contract shall be modified in writing accordingly.

E. Taxes and Other Charges. Unless the Contract provides otherwise: (i) sales, use, occupation, excise import duties or tariffs and all other taxes upon the production, sale or use of the Goods are not included in the Price and such taxes or any costs in connection therewith, wherever levied and whether imposed before or after payment of invoice, shall be paid by Buyer; and (ii) freight, warehousing and special handling are not included in the Price.

5. Term. The following subparagraphs will govern the term of the Contract and any renewals, extensions or modifications thereto.

A. Initial Term. The initial term of the Contract shall begin on the date for start of production shown on the Buyer’s purchase order and shall expire on June 30th of the third calendar year thereafter. If, for example, a purchase order is issued at any time during 2014, the Initial Term will end on June 30, 2017.

B. Renewal Term. The Contract will renew automatically on each July 1st after the Initial Term for additional renewal terms of twelve months, ending on the following successive June 30’s (“Renewal Terms”), unless a notice of non-renewal has been issued. The Contract will then be automatically renewed each subsequent year thereafter for an additional Renewal Term of twelve months, unless a notice of non-renewal has been provided.

Either party may elect not to renew the Contract by providing a written notice of non-renewal to the other party. The Buyer will provide its written notice by May 1st of the year in which the Initial Term or any Renewal Term (as applicable) is scheduled to expire. The Seller will do so sufficiently in advance to enable the Buyer to resource the production of the Goods in a timely and orderly manner, but in no case later than April 1st of the year in which the Initial Term or any Renewal Term (as applicable) is scheduled to expire. In all cases, the Seller will consult with the Buyer prior to giving its written notice to ensure that it will be timely. If the Seller elects not to renew, it will, if requested by the Buyer: (a) work diligently with the Buyer to identify an alternative source of supply that is acceptable to the Buyer; and (b) identify the Seller's component-part and raw-material suppliers relating to the Goods.

C. Buyer's Extended Term

The Buyer, at its option, may extend the Initial Term or any Renewal Term of the Contract for up to four months beyond the scheduled June 30th expiration date (the "Extended Term"). If the Extended Term is implemented, then the Contract will expire at the end of the Extended Term.

The Buyer will provide the Seller with written notice of any Extended Term on or before the May 1st before the Initial Term or Renewal Term (as applicable) is set to expire. The written notice will specify the Extended Term (not to exceed 4 months) and include a volume projection of the Buyer's needs. Prices in effect at the end of the Initial Term or Renewal Term and all other Contract terms will remain in effect during the Extended Term. If a transition period longer than the Extended Term is required, the Buyer and the Seller will negotiate in good faith the terms and conditions of any extension and the Contract shall be modified in writing accordingly.

D. Cancellation/Reschedule of Purchase Orders; Re-Sourcing of Business.

If there is any cancellation or termination of all or part of any Contract by Buyer before expiration of the Initial Term or any Renewal Term (as applicable) for any reason other than cancellation for default by the Seller, then Buyer shall to pay Seller for all raw materials, work in process, finished Goods and supplies incurred with respect to the Contract, as well as related overhead, engineering, service and administrative costs and expenses incurred with respect to the Contract or as a result of such cancellation, plus a reasonable profit, within thirty (30) days from the date of Seller's invoice setting forth such costs and expenses. By way of illustration and not limitation, Seller's costs incurred by reason of Buyer's cancellation may include the storage costs for the items purchased, costs associated with relocating the production to an alternate source (including transfer of production to Buyer), costs of unreimbursed and/or unamortized research and development, capital equipment, tooling or fixtures, returnable packaging, and other property which are unique to production of the Goods.

In the event of such cancellation or termination by Buyer and upon receipt of payment as described above, all raw materials, work in process, finished goods, supplies, capital equipment, tooling or fixtures, returnable packaging, or other property owned by Buyer and furnished to

Seller under the Contract shall be returned to Buyer at Buyer's cost and in accordance with instructions specified by Buyer.

E. Seller's Right of Termination. Notwithstanding any other provision in this contract, Seller shall have the right to terminate all or any part of any Contract upon providing two (2) years prior written notice to Buyer. Following such notice, Seller will assist Buyer in locating an alternative source for the Goods and reimburse Buyer for reasonable out of pocket costs of moving production to an alternate source.

F. Cancellation For Default. If the Seller delivers defective Goods and an acceptable plan for remediation is not developed as referenced by paragraph 7.B., then the Buyer may provide the Seller with written notice of termination of the Contract and the Seller will have ten (10) days from the date of the Buyer's written notice within which to: (a) cure the defect; or (b) provide adequate assurance of performance acceptable to the Buyer. If such cure or assurance is not provided by Seller, then Buyer may declare a default and terminate the Contract by written notice to Seller.

Either party may terminate the Contract due to any other material breach by the other party that is not cured within thirty (30) days' written notice of the material breach to the other party.

6. Parts; Service. The following subparagraphs will govern the sale of after-market, warranty and service parts by the Buyer to the Seller:

A. Production Parts. Seller will make and sell to Buyer parts for the Goods covered in the Contract to satisfy Buyer's after-market and warranty requirements for the duration of the applicable production program. The Price for Buyer's after-market and warranty requirements will be no greater than the Price in the Contract for the corresponding production Goods, plus costs actually incurred by Seller for special handling and packaging.

B. Post Production Parts. Seller will make and sell to Buyer Goods under the Contract for after-market and warranty requirements for ten (10) years after the end of the applicable production program. For the first three (3) years after Goods are no longer used in production by Buyer, the Price of Goods for Buyer's after-market and warranty requirements will be no greater than the Price last stated in the Contract for the corresponding production Goods plus, costs actually incurred by Seller for special handling and packaging. Beginning three (3) years after Goods are no longer used in production by Buyer, the Price of Goods for Buyer's after-market and warranty requirements will be no greater than the Price last stated in the Contract, plus (i) any changes in the cost of materials since the end of the applicable production program, (ii) a volume-related price adjustment reflecting the actual increase in the cost per part of producing fewer parts, (iii) a set-up charge reflecting the actual cost of preparation for the part production run, and (iv) any additional costs actually incurred for special handling or packaging. All of the foregoing components of the Price will be documented to Buyer's reasonable satisfaction.

7. **Inspection, Warranties and Liability.** The following subparagraphs shall govern inspections of Goods, warranties of Seller, and liability of the Seller relating to the Goods.

A. **Receipt and Inspection.** All Goods shall be received subject to Buyer's inspection which shall occur within thirty (30) days of Delivery. Goods found to be defective may be rejected by Buyer any time until used in Buyer's manufacture or assembly operations.

B. **Defective Goods.** The Buyer or the Supplier, as appropriate, will each inform the other in writing about any nonconformity of the Goods as soon as reasonably practicable after it has been discovered. The Buyer and the Supplier will cooperate fully with each other to identify the cause of the nonconformity and to develop a plan for the prompt remediation.

No Goods may be returned without Seller's written consent. If Buyer claims Seller has breached its limited warranties or any other obligation under the Contract, then Buyer shall immediately notify the Seller of such claim and Seller may request the return of the Goods for inspection. If Seller requests the return of the Goods, the Goods will be redelivered to Seller, at Seller's expense, by lowest cost mode of transportation, unless otherwise authorized in writing by Seller. Seller shall have the right to inspect any claimed defect and participate in any root cause analysis and either contest Buyer's claims or repair or replace defective Goods.

C. **Limited Warranties.** Seller warrants that the Goods will be free from defects of material and workmanship. Seller shall not be liable on any claim for defects of material or workmanship which is not made within one (1) year after Delivery of the Goods to Buyer.

Unless Seller has accepted responsibility for design for the Goods in writing, SELLER MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

If Goods are made according to Buyer's specifications, Seller does not warrant adequacy of such specifications or that the Goods will perform in accordance with such specifications. Seller does not warrant that Goods are in compliance with laws of any county. If Goods are modules or assemblies, Seller does not warrant design, design performance, durability, or system integration of the modules, assemblies or any components thereof.

Warranties do not extend to Goods subjected to misuse, abuse, negligence, damage, accident or improper installation, maintenance or repair, or which have been altered by anyone other than Seller or its authorized representative.

D. **Limitations on Remedies.** In no event shall Seller be liable for incidental, consequential or special damages, including without limitation, lost revenues, profits or recall expenses. Seller's liability for any claim for damages arising out of or connected with the Contract shall not exceed two times the Price of the defective Goods as previously paid by Buyer to Seller.

E. Directed Supply Relationship. If Buyer directed or required that Seller obtain any Goods, including components from any source ("Directed Supplier") then Seller shall not provide any warranty express or implied with regard to Goods manufactured or supplied to the Directed Supplier. Buyer shall indemnify, defend and hold harmless Seller from any liabilities, claims, demands, losses, damages, costs and expenses incurred by Seller arising from or relating to Goods manufactured or supplied by the Directed Supplier. Any warranty rights which Seller may have relating to any Goods provided by any Directed Supplier will be assigned to Buyer upon request.

F. Infringement on Third Parties. Buyer shall defend, indemnify and hold harmless Seller against liability, loss, damage or expense in any instance involving alleged violation of Intellectual Property rights relating to Buyer's specifications and/or the Goods resulting from those specifications. Such indemnification shall include, but is not limited to, litigation expenses, reasonable attorney's fees, and damages awarded under an adverse judgment or established by way of compromise settlement where both Buyer and Seller have notice of and consent to such compromise settlement.

8. Indemnification by Seller. The Seller shall indemnify and hold Buyer harmless with respect to breach of any limited warranty as set forth in subparagraph 7.C., subject to the provisions and limitations set forth in paragraph 7.

A. Indemnification of Claims. Seller shall, at its own cost and expense, defend, indemnify, and hold Buyer harmless from and against claims, suits, liabilities, losses, costs and expenses (including reasonable attorneys' and experts' fees and court and settlement costs) brought against Buyer, including Buyer's officers, directors, employees, and agents or customers of Buyer, alleging that the Goods contain a defect which proximately caused personal injury or tangible property damage ("Claim").

B. Third Party Intellectual Property. Seller shall, at its own cost and expense, defend, indemnify, and hold Buyer harmless from and against claims, suits, liabilities, losses, costs and expenses (including attorneys' and experts' fees and court and settlement costs) brought against Buyer, including Buyer's officers, directors, employees, and agents or customers of Buyer, alleging that the Goods designed by Seller and not specified by Buyer directly infringe any Intellectual Property of any third party ("IP Claim").

C. Conditions For Seller Indemnification. Seller's obligation under this paragraph 8 shall be conditioned on the following: (a) Seller shall be notified promptly in writing by Buyer of any notice of such Claim or IP Claim, but in no event later than twenty (20) calendar days after Buyer shall have received any notice thereof; (b) Seller, in its sole discretion, shall be given sole control of the defense of any Claim or IP Claim and all negotiations for its settlement or compromise; (c) Buyer shall fully cooperate with Seller in the defense and all related settlement negotiations; and (d) in the case of a judicial award of damages, that award is based upon final determination that the Goods when delivered by Seller to Buyer included the alleged defect or infringed the third party Intellectual Property. If the Goods become, or in Seller's opinion are likely to become, the subject of a Claim or IP Claim then Buyer shall permit Seller, at Seller's

own cost and expense but in its sole discretion; (i) to procure for Buyer the right to continue using the affected Goods; or (ii) to replace or modify the affected Goods to resolve the issue.

9. **Confidential Information.** The following subparagraphs shall govern disclosures and protection of Confidential Information between the parties:

A. **Confidential Information.** While performing duties under the Contract the parties may obtain or have access to one another's Confidential Information. As used herein, the term "Confidential Information" means information about a party's business, assets or operations deemed by such party to be of commercial or competitive value and not commonly known to others and specifically includes, without limitation, any information regarding the design or manufacture of Goods, including the terms of the Contract and information relating to marketing, pricing, sales, product evaluations, business prospects, customers, employees, vendors, suppliers, materials, processes, know-how, trade secrets and all similar information and data. Confidential Information shall not include information which the receiving party demonstrates by documentary evidence which shall be provided to the disclosing party that: (i) was known to the public at the time of its disclosure, or becomes known to the public after the disclosure through no fault of the receiving party; (ii) as evidenced by prior written documentation, was rightfully in its possession prior to the time of the disclosure; (iii) as evidenced by prior written documentation, was developed by the receiving party independent of the disclosure by the disclosing party; or (iv) is required by law to be disclosed; provided that the receiving party gives the disclosing party prior written notice thereof and ensures that such information is disclosed only under conditions in which its confidentiality is maintained and so as to provide the disclosing party the opportunity to obtain such protective orders or other relief as may be available under the circumstances.

B. **Protection of Confidential Information.** The parties shall, and shall cause each of their employees, contractors, agents and assigns to: (a) keep in confidence all Confidential Information and limit the disclosure of such information within their organizations to those who "need to know" such information for purposes of the performance of the Contract; (b) not use any Confidential Information for any purpose other than the performance of the Contract; (c) not disclose any Confidential Information to any of their affiliates or to any third party, including their agents, contractors and assigns (if any), without the advance written consent of an officer of the other party; (d) not disclose any Confidential Information to any indirect and/or direct competitors of the other party; and (e) return all Confidential Information, including all tangible, electronic copies and analyses thereof, to the other party promptly after the first to occur of (i) the expiration or termination of the Contract or (ii) written request. The protection afforded by this Contract to Confidential Information is not intended to limit, and does not limit, in any way any of the protection provided under any applicable law.

C. **Equitable Relief.** The parties acknowledge and agree that, in the event of a breach or threatened breach of any of the foregoing provisions, the other party will have no adequate remedy in damages and, accordingly, will be entitled to injunctive relief against such breach or threatened breach in addition to any other remedies available at law or in equity. Each party waives the defense that an adequate remedy at law exists for any breach or threatened breach of

the Contract and waives the requirement of a bond for injunctive relief as a remedy to protect against any breach or threatened breach of this Agreement.

10. **Intellectual Property.** Any information disclosed by Seller during the term of the Contract is proprietary and may not be used by Buyer or disclosed by Buyer to any other entity without the written consent of Seller. Any information owned or developed by Seller, including but not limited to, patents, trademarks, copyrights, trade secrets, know-how, confidential information, processes, designs, ideas and software and proprietary information (“Intellectual Property”), and used for the supply of Goods under the Contract shall remain the sole and exclusive property of Seller. Except as authorized in writing by and on terms acceptable to Seller, Buyer shall have no right to disclose any Intellectual Property to any third party or to have any third party make any Goods that use the Intellectual Property owned or developed by Seller.

Any Intellectual Property developed in whole or in part by Seller, either before or after the date of the Contract, will be the sole property of Seller to the extent permitted by applicable law, unless it is the subject of a separate written agreement specifically providing that Seller is not the sole owner thereof. Seller grants no license(s), express or implied, to any Intellectual Property, unless in a separate written agreement specifically providing that Seller grants a license thereto.

Seller will not, without the prior written consent of Buyer, manufacture or sell Goods using any trademark or trade name of Buyer, except pursuant to the Contract.

11. **Terms of Payment.** Unless otherwise provided in the Contract, payment terms are net thirty (30) days from the date of Delivery. Payments shall be made in U.S. Dollars to Seller at the address specified in the invoice, without any offset or deduction for any reason. Pro rata payments shall become due as shipments are made. Prices are F.O.B. Seller's shipping point unless otherwise stated in the Contract.

Buyer shall not debit, set-off or impose any penalties or charges against sums owed to Seller under the Contract without the prior written consent of Seller.

If a payment is not made on or before the due date, Buyer agrees that Seller may suspend performance under the Contract, whether or not related to the late payment. Whenever, in the reasonable judgment of Seller, the financial condition of Buyer does not justify the continuation of production or shipment of Goods on the specified terms of payment, Seller may require full or partial payment in advance or require security or other assurance of performance on terms acceptable to Seller.

Buyer hereby grants a purchase money security interest in all Goods delivered as security for payment of the purchase price. Seller shall also have a security interest in all tools, molds, fixtures, and dies and other property of Buyer in the possession of Seller, as security for all sums owing to Seller, from time to time.

12. **Tooling.** Payment terms for tooling are one-third with the Contract, one-third upon first article shipment, and one-third upon first article approval (the date PPAP/PSO is obtained by Seller), unless otherwise stated in the Contract.

Buyer's tools, molds, fixtures, and dies ("Tooling") in the possession of Seller are at the risk of Buyer, and Seller does not undertake to insure such Tooling. Seller will be responsible for normal maintenance and repair of all Tooling. Seller may dispose of any Tooling at any time after one (1) year after completion of the most recent production warranty or service order requiring the use of such Tooling, and Seller shall not be liable for the continued retention or availability of any such Tooling after the expiration of such period.

Buyer shall acquire no interest in any Intellectual Property in the Tooling used by Seller to produce the Goods. Buyer further acknowledges and agrees that all modifications, adaptations and improvements made to the Tooling, shall remain exclusively the property of Seller.

Buyer grants Seller a security interest in all Buyer owned Tooling held by Seller, and agrees that Seller may file financing statements and take all such other action as may be necessary to perfect that security interest. Seller may retain possession of the Tooling until all amounts owing to Seller by Buyer are paid in full.

13. **Delivery.** Time for delivery of Goods shall be subject to the provisions of this paragraph 13.

A. **Delivery Date.** Estimated delivery dates are not guaranteed and are estimated on the basis of immediate receipt by Seller of all information to be furnished by Buyer and Seller's production schedule. Specific delivery dates accepted by Seller are binding and Seller agrees that time is of the essence.

Seller shall notify Buyer in writing of any anticipated delays in production or shipping of Goods.

B. **Force Majeure.** Seller will not be liable for any delay in performance of the Contract or delivery of Goods when the delay is caused directly or indirectly by fire, flood, explosion, accident, riot, acts of God, war, governmental interference, embargo, strikes or other labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, failure of tooling or repair of tooling, or any other cause or causes whatsoever beyond its control.

C. **Buyer's Delay.** In the event Seller is delayed in performance by Buyer or at Buyer's request, Buyer will be responsible for any resulting increase in cost, including handling, insurance and storage charges, and Seller may invoice Goods ready for shipment with payment to be made in accordance with the payment schedule as if the Goods had been shipped. In the event delay is caused by Buyer's failure to furnish information necessary for Seller's performance, Seller may extend the shipment date for a reasonable time in proportion to the period of Buyer's delay.

D. **Quality.** Seller may ship overages or underages to the extent of five percent (5%) of quantity ordered. Seller shall not be responsible for claims for error in quantity, weight or number not made within ten (10) days after Buyer's receipt of goods.

14. **Risk of Loss.** Buyer assumes all risk of loss of Goods upon delivery by Seller to carrier ("Delivery"). Seller shall package the Goods, put them in the possession of a carrier, make appropriate arrangements for their transportation, and obtain and deliver documents necessary to enable Buyer to obtain possession of the Goods. Seller shall not be obligated to obtain insurance or to pay transportation costs, unless the Contract provides otherwise. Buyer shall pay all loading, unloading and other charges incidental to transportation. Seller will attempt to follow Buyer's shipping instructions, but may make reasonable changes thereto. Whether or not Seller pays shipping charges, risk of loss shall pass to Buyer upon Delivery.

15. **Sales and Use Tax.** Buyer certifies that the Goods are being purchased as a component part of an article to be produced for sale by manufacturing or assembly. Such purchases are not subject to Sales or Use Tax. Buyer shall provide a Sales and Use Tax certificate upon request. If the Goods be used in a manner which would cause the purchase to be taxable, then Buyer agrees to account for and pay such tax.

16. **Assignment and Delegation.** No right or interest in all or any part of the Contract shall be delegated or assigned by Buyer without the written permission of Seller. Any attempt at assignment or delegation shall be void, unless made in conformity with this paragraph. Buyer represents and warrants to Seller that any assignee of Buyer's rights or obligations under this Contract shall be in a financial condition and shall be otherwise able to perform all of Buyer's obligations hereunder.

17. **Covenant of Good Faith.** Each party agrees that, in its respective dealings with the other party under or in connection with the Contract, it will act in good faith.

18. **Notices.** All notices, consents, waivers, and other communications under and referenced in the Contract must be in writing, in the English Language, and shall be deemed to have been duly given when (i) delivered by hand (with written confirmation of receipt), (ii) sent by e-mail, provided that a copy is immediately mailed by registered mail, return receipt requested, or (iii) received by the addressee, if sent by an internationally recognized overnight delivery service (receipt requested) or via certified or registered mail, return receipt requested, in each case to the appropriate address of the receiving party, consistent with prior communications or instructions.

19. **Parties to the Contract.** The Contract is entered into solely between, and may be enforced only by, Buyer and Seller and the Contract will not be deemed to create any rights in third parties, including, suppliers, customers or subcontractors of a party, or to create any obligations of a party to any such third parties.

Buyer acknowledges and agrees that only the affiliate of Seller issuing the quote of record and/or accepting Buyer's purchase order is a party to the Contract and neither Lacks Enterprises, Inc. nor any other affiliate of Seller shall have any responsibility, obligation or

liability of any kind or nature whatsoever to Buyer or any other party pursuant or relating to the Contract or the Goods.

20. **Governing Law.** The formation and performance of the Contract shall be governed by the Uniform Commercial Code, as adopted in the state of Michigan. Any action for breach of the Contract, including any breach of warranty, must be commenced within one (1) year after the cause of action has accrued. The Contract shall not be subject to or governed by the United Nations Convention on Contracts for the International Sale of Goods or other international conventions.

21. **Dispute Resolution.**

(a) Any and all disputes arising under or related to the Contract (including, but not limited to, disputes related to the applicability or enforceability of this paragraph) that cannot be resolved through negotiations between the parties shall be submitted to non-binding mediation according to this paragraph. Completion of such mediation shall be a condition precedent to bringing any action pursuant to the Contract. If the parties fail to reach a settlement of their dispute within fifteen (15) Business Days after the earliest date upon which one of the parties notified the other(s) in writing of a desire to attempt to resolve the dispute, then the dispute shall be promptly submitted to mediation by a single mediator chosen by the mutual consent of the parties. If the parties cannot agree on a single mediator, the mediation shall be held before a panel of three mediators, one to be selected by Buyer, one to be selected by Seller, and the third by agreement of the two mediators selected by the parties. The mediation shall take place in Grand Rapids, Michigan. The English language shall be used throughout the mediation. The obligation of the parties to submit any dispute arising under or related to this Contract to mediation as provided in the Article shall survive the expiration or earlier termination of the Contract.

Notwithstanding the foregoing, either party may seek and obtain an injunction or other appropriate relief from a court to preserve the status quo with respect to any matter pending conclusion of the mediation, but no such application to a court of law or equity shall in any way be permitted to stay or otherwise impede the progress of the mediation.

If mediation of any dispute as outlined above is not successful, then any legal or equitable actions arising out of or relating to the Contract shall be brought only in the United States District Court for the Western District of Michigan, or in the district or circuit courts seated in Kent County, Michigan. Seller and Buyer agree that such courts shall have sole exclusive venue and jurisdiction over the parties with respect to any and all matters relating to the Contract.