

TERMS AND CONDITIONS OF PURCHASE

All purchases of goods and/or services (individually and collectively, "Products") by Winsert, LLC or any person or entity that is a subsidiary, affiliate or related party of Winsert, LLC (each a "Purchaser") from a party provided with these Terms and Conditions of Purchase (these "Terms and Conditions") or any person or entity that is a subsidiary, affiliate or related party of such party ("Seller") are subject to and governed by these Terms and Conditions.

1. **General Terms.** No addition or alteration to these Terms and Conditions shall be valid or enforceable unless specifically agreed to in writing by Purchaser. Purchaser reserves the right to cancel all or a portion of an agreement of contract for the purchase of Products ("Purchase Agreement") at any time prior to Seller's delivery of Products, without liability of any kind to Purchaser. No terms or conditions appearing in any sale order, confirmation, invoice or other document furnished by or on behalf of Seller (whether before or after the date of this document) that are in variance or conflict with these Terms and Conditions will be binding upon Purchaser or be deemed part of any Purchase Agreement, and any such terms or conditions in variance or conflict with these Terms and Conditions will be deemed waived by Seller.
2. **Pricing.** No price increase and no charges in addition to those shown in any Purchase Agreement will be permitted without Purchaser's written authorization. Any additional surcharges, accessories, additional parts, manuals, certification, analysis, services or any other additional item will be deemed an included part of the Purchase Agreement at "no charge" for which the Purchaser will not be required to pay. If Seller's costs for any Products are reduced for any reason at or before the time of any shipment or performance, Seller agrees that the price to Purchaser for such Products will be reduced accordingly. If the price of any Product is not stated in the Purchase Agreement, the price of such Product shall be the lowest prevailing market price unless an identical good or service was previously supplied to Purchaser by Seller, in which case the price shall be the same per unit as was most recently charged to Purchaser, subject to the reduction as provided in the preceding sentence seller agrees that the priced charged to Purchaser will not be higher than prices being charged to other purchasers purchasing substantially identical good and service in the same or smaller quantities at substantially the same time and do not and will not discriminate against Purchaser.
3. **Method of Acceptance.** All of Purchaser's orders are deemed accepted by Seller, without prejudice, either by (1) an acknowledgement or other confirmation promising to ship the goods or provide the service in accordance with the shipment date of goods or performance date of services and in quantities and at the prices specified by Purchaser; or (2) shipment of the goods or provision of the services in accordance with the shipment date of goods or performance date of services and in the quantities and at the prices specified by Purchaser; or (3) within seven (7) dates of receipt of an order from Purchase Seller does not reject in writing Purchaser's order. Shipment of any part of the goods or provisions of any part of the services in Purchaser's order shall constitute acceptance of the entire order and the terms contained therein.
4. **Changes.** Purchaser may, at any time, make changes to any Purchase Agreement, subject to the following sentence. Seller shall immediately notify Purchaser of any increases or decreases in costs or price caused by such changes and an equitable adjustment of prices or other terms shall be agreed upon in a written amendment to the Purchase Agreement. Notwithstanding the foregoing, in the case of any force majeure event or any occurrence that is beyond the reasonable control of Purchaser, Purchaser shall have the right to cancel the Purchase Agreement in whole or in part without cost to Purchaser. In the event of any cancellations permitted pursuant to this paragraph or Section 1, any down payments or deposits made by Purchaser shall be refunded by Seller within fourteen (14) days of Purchaser's cancellation. Purchaser's liability in the event of cancellation as set forth in the previous sentence shall be limited to direct costs incurred by Seller after receipt of the applicable Purchase Agreement only. At no time shall Producer assume responsibility for unattained monies resulting from lost sales, lost manufacturing capacity or any costs that had not already occurred at the time of cancellation.
5. **Inspection; Timing.** Seller assumes all risk of loss of or damage to Products and other items related to any Purchase Agreement until the same are finally accepted by Purchaser products delivered (whether or not paid) are subject to inspection, testing and approval by Purchaser on Purchaser's premises before or after acceptance. Products rejected as not conforming to a Purchase Agreement, or as otherwise defective, may be held or returned by Purchaser to Seller at Seller's risk and expense, including transportation and handling costs, and Purchaser shall be entitled to a full refund. A one hundred dollar (\$100) charge will immediately be debited to Seller's account for each order of Products rejected due to quality issues. Time is of the essence of each Purchase Agreement. If deliveries are not made at the time agreed set forth in any Purchase Agreement, Purchaser reserves the right to cancel or to purchase elsewhere, in whole, or in part, without penalty or liability to Purchaser, and Purchaser may charge Seller for any additional cost or expense incurred.
6. **Warranty.** Without limitation to any other representations, warranties or guarantees which Seller makes at any time, Seller expressly warrants all Products to be free from defects in materials or workmanship, to conform to all specifications, standards, plans, drawings and samples furnished or specified by Seller (or Purchaser, if such specifications standards, plans, drawings or samples were furnished or specified by Purchaser) and to be merchantable and to be fit for the particular use for which Purchaser intends. These warranties shall survive any inspection, delivery, acceptance or payment by Purchaser for he Products and the completion of any relevant Purchase Agreement and shall extend to Purchaser's customers.
7. **Invoices; Discounts.** Seller shall render an invoice for all Products under each Purchase Agreement. Each such invoice and related documentations (e.g., bill of lading) shall make reference to the applicable purchase order number. Cash discounts are to be calculated from the date acceptable invoices are received. Drafts against Purchaser will not be honored and C.O.D. shipments will not be accepted without Purchaser's prior authorization.
8. **Shipping.** Seller shall ship Products via the least expensive method possible within the timeframe specified by Purchaser, unless otherwise instructed by Purchaser, to the destination selected by Purchaser. When the carrier accepts full responsibility for the shipment, Seller shall declare the full value of the shipment to the carrier; when the carrier does not accept full responsibility for the shipment, Seller shall insure the shipment for its full value with a responsible third party commercial insurer. Seller shall forward to Purchaser the express receipt or bill of lading, signed by the carrier, evidencing the shipment of the Products. Complete packing lists must accompany all shipments. Shipping costs are the responsibility of Seller, unless otherwise agreed to by Purchaser. Seller shall ship Products only with responsible commercial carriers.
 - a. Material shipped via premium freight by vendor must be noted on packing slip as well as related shipping and billing records.
9. **Non-infringement.** Seller warrants and represents that the purchase, use and sale of any Products does not and will not infringe or otherwise violate any trademark, trade secret, patent, copyright or any other intellectual property rights of any third party. Seller's obligations hereunder shall survive acceptance of the Products and payment therefore by Purchaser.
10. **Material Safety.** The Seller will provide a Material Safety Data Sheet for any goods included in a Product prior to or concurrently with shipment of the Product. If the Seller does not provide a Material Safety Data Sheet as required, the Product may be returned by Purchaser at Seller's full expense.
11. **Compliance With Law.** Seller represents and warrants that all Products shall be subject in all respects to and be in compliance with all applicable laws, rules, regulations and ordinances or other requirements which now govern or may hereafter govern the manufacture, sale, delivery, handling, storage or performance of the Products. All raw material suppliers to Winsert must comply with the Dodd-Frank Wall Street Reform and Consumer Protection Act; no materials may be purchased from the conflict region and sold to Winsert.
12. **Non-Discrimination and Affirmative Action.** Seller shall not discriminate against any client, employee or applicant for employment or in connection with the provision of goods or services because of race, creed, color, national origin, marital status, are or physical handicap.
13. **Indemnification.** Seller with indemnify, hold harmless and defend Purchaser, its successors and assigns from and against all liability for loss, damage, expense, or injury to person or property in any manner arising out of or incident to the manufacture, handling, store, sale or use of any Products, from Seller's entry upon Purchaser's property (whether as principal or by agent, contractor or employee and for any reason), from Seller's performance or non-performance under any Purchase Agreement, or from Seller's breach of any warranty or representation made in any Purchase Agreement seller agrees that any fight, cause of action or remedy under the warranties, representations, agreements or obligations made or assumed by or imposed upon Seller under these Terms and Conditions shall also extend without exception to any entity upon whose behalf this order is issued by Purchaser (as the interest of such entity may appear in any Purchase Agreement) seller's indemnification obligations hereunder shall indefinitely survive acceptance of the Products, payment therefore by Purchaser and completion of the relevant Purchase Agreement.
14. **Taxes.** The prices for all Products shall be deemed "Tax Included." Applicable taxes and other charge such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be paid by Seller unless specifically agreed in a written agreement signed by Purchaser. In any event all such charges shall be stated separately on Seller's acknowledgement, confirmation or invoice. Seller shall be solely responsible for filing the appropriate foreign, federal, state and local tax forms, and paying all such taxes or fees due with respect to Seller's receipt of payment under any Purchase Agreement. All personal property taxes assessable upon the Products shall be the sole responsibility of Seller.
15. **Rules and Regulations; Insurance.** If Seller, either as principal or by agent, contractor or employee, enters upon the property of Purchaser, Seller agrees to comply with Purchaser's rules and regulations, including its environmental, health, safety and security rules and regulations. If requested by Purchaser, Seller shall maintain insurance in a form and amount reasonably satisfactory to Purchaser, and Seller shall provide evidence of the same to Purchaser.
16. **Assignment.** Seller shall not delegate any duties, nor assign any rights or claims under any Purchase Agreement without Purchaser's prior written consent, and any such attempted delegation or assignment shall be void.
17. **Set-off.** All claims for monies due or to become due from Purchaser to seller shall be subject to deduction by Purchaser for any set-off or counterclaim arising out of any Purchase Agreement.
18. **Governing Law; Jurisdiction.** All Purchase Agreements shall be construed and governed by and under the laws of the State of Wisconsin, without regard to its conflicts of laws principles. Any actions, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any Purchase Agreement or any matter between Purchaser and Seller shall (without limiting Purchaser's right to commence and prosecute any action, suit or proceeding in any other jurisdiction or venue) be commenced and prosecuted only in a federal or state court encompassing Marinette, Wisconsin and Seller and Purchaser each consents to the jurisdiction and venue of such a court. Any action against Purchaser for any claim asserted under any Purchase Agreement or other matter, including in connection with the purchase of any Products, must be commenced within one (1) year after such cause of action shall be accrued.
19. **Waiver of Liens.** Seller hereby waives and relinquishes any and all security interests, liens, claims and encumbrances which Seller now has or hereafter may have as a result of Products provided by Seller under any Purchase Agreement. Seller represents, warrants and covenants that upon sale of any Products to or for the account of Purchaser, Seller will transfer to Purchaser (or any other acquirer designated by Purchaser in the relevant Purchase Agreement), whereupon it shall be vested with good and marketable title to the Products, free and clear of all security interest, liens, claims and encumbrances arising by or through Seller.
20. **Default.** Without limiting Purchaser's rights under any Purchase Agreement or law, upon the occurrence of any one or more of the following events, Purchaser shall have the unrestricted right to cancel and terminate any Purchase Agreement without cost or liability to Purchaser whatsoever: (i) Seller's insolvency or inability to meet debts as they become due; (ii) filing of any petition of bankruptcy by or against Seller; (iii) institution of legal proceedings against Seller by creditors or equity-holders; or (iv) any appointment of an assignee for the benefit of creditors or of a receiver.
21. **Title to Drawings and Specifications.** Purchaser shall at all times have title to all drawings and specifications furnished by Purchaser to Seller and Seller shall use such drawings, designs plans and specifications solely in connection with the applicable Purchase Agreement. Seller shall not disclose such drawings, designs, plans or specifications to any person or entity other than Seller's own personnel on a need-to-know basis. Upon the earlier of Purchaser's request or Seller's delivery of the Products related to such drawings and specifications to Purchaser, Seller shall promptly return all drawings and specification to Purchaser. Seller's obligations of confidentiality hereunder shall indefinitely survive acceptance of the Products, payment therefore by Purchaser and completion of the relevant Purchase Agreement.
22. **Trade Name.** Unless authorized by Purchaser in writing, Purchaser's name, trade name, trademarks, services marks and logos shall not be used in Seller's advertising.
23. **Independent Contractor.** Seller is an independent contractor and not an employee, agent or partner of Purchaser.
24. **Contract Authority.** Only authorized Purchasing Agents of Purchaser may enter into a contract or place an order for Purchaser. Any contracts or orders made b an employee or representative of Purchaser other than a Purchasing Agent are null and void.
25. **Integration.** Each Purchase Agreement (including these Terms and Conditions) constitutes the entire agreement of Seller and Purchaser with respect to its subject matter and supersedes all prior oral and written agreements between the parties with respect to the same subject matter. No Purchase Agreement may be modified, changed or discharged in whole or in part, except in a writing expressly accepted by the party against which enforcement is sought (except as set forth in the next sentence). All stenographic and clerical errors contained in any Purchase Agreement may be corrected by Seller without the consent of Purchaser.