

All goods and services procured by **Genesis Attachments, LLC** (“Buyer”) shall be in accordance with these terms and conditions:

1. ACCEPTANCE. The terms and conditions of Buyer’s offer to purchase certain goods and/or services identified on the face of this Purchase Order Terms and Conditions document and the terms and conditions herein (collectively, this “Order”) from the seller identified on the face of this Order (“Seller”) shall become a binding contract only on the terms and conditions set forth in this Order upon the earlier of (a) Seller’s acknowledgement or (b) by Seller’s full or partial performance under this Order. This Order does not constitute an acceptance by Buyer of any prior proposal, quote or offer to sell, and any reference to such is solely for the purpose of incorporating the description and/or specifications of the goods and/or services contained therein, but only to the extent that such description or specification does not conflict with the description and specifications set forth in this Order. This Order shall not be construed in any manner to obligate Buyer to do any other business with Seller, and all such determinations shall continue to be in the sole and absolute discretion of Buyer.

2. COMPLETE AGREEMENT. This Order constitutes the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. Any additional terms or conditions contained in Seller’s order acknowledgment, or in any other Seller document, are hereby objected to by Buyer without the need for further notice of objection, and shall be of no effect, nor shall they be binding upon Buyer under any circumstances unless expressly accepted by Buyer in writing. Buyer’s acceptance or rejection of one or more additional terms or conditions (a) shall not constitute an acceptance of any other additional term or condition and (b) if any such terms or conditions conflict with or make ambiguous any terms or conditions contained herein, the terms and conditions of this Order shall control unless Buyer expressly states that the subsequent terms or conditions supercede the terms and conditions of this Order. Trade custom, trade usage and past performance are superseded by this Order and shall not be used to interpret this Order.

3. CHANGES. Buyer at any time shall have the right to make changes to this Order, including the quantities, specifications or delivery schedule. Any such change that has a significant impact on Seller’s time or cost of performance shall entitle either Seller or Buyer to an equitable adjustment. However, no additional charge will be allowed unless authorized by Buyer in writing. Information, such as technical direction or guidance provided to Seller by Buyer’s representatives in connection with Seller’s performance hereunder, shall not be construed either as a change within the meaning of this provision or as direction to proceed outside the scope of this Order.

4. CANCELLATION. Buyer shall have the right to cancel this Order without cause, and Buyer’s liability for such cancellation shall be limited to Seller’s out-of-pocket cost for work and materials applicable solely to the cancellation of this Order which shall have been expended when notice of cancellation shall be received by Seller, reduced by the fair market resale value of such work-in-process. Payment is conditioned upon Buyer’s receipt of a cancellation claim within 60 days after the effective date of cancellation. Buyer may, at its option, cancel any Order for cause without liability to Seller. Cancellation will not have the effect of waiving damages to which Buyer might otherwise be entitled.

5. DELIVERY. TIME IS OF THE ESSENCE for delivery to Buyer hereunder. Seller shall promptly provide written notification to Buyer of any possible or actual delay in performance hereunder and shall provide all relevant information concerning the cause for such delay. In no event, however, shall such notice relieve Seller of its obligations under this Order. Deliveries shall be strictly in accordance with the schedule set out or referred to in the Order and in the exact quantities ordered. In no event shall Buyer be liable for any excess goods shipped by Seller. Buyer reserves the right at Seller’s expense to return goods shipped not in accordance with this Order.

6. WARRANTY. Seller warrants and guarantees that the goods and services provided under this Order: (a) will comply with all specifications and requirements; (b) will be of merchantable quality, free from any latent or patent defects; (c) will be safe for their intended use; (d) shall reference true weights, measures, sizes, legends or descriptions indicated; (e) will be of comparable quality as all samples delivered to Buyer, if any; and (f) shall comply with all applicable federal, provincial, state, county, and municipal laws, statutes, rules, regulations, licenses, permits, ordinances, codes and/or standards (collectively, “Applicable Laws and Standards”). This warranty and guaranty shall be in addition to any warranties of broader scope and service warranties and guarantees given to Buyer by Seller, and shall survive inspection, test, acceptance, and payment, and shall run to Buyer, its successors, assigns, and customers.

7. NONCONFORMANCE. Goods or services that do not conform to the requirements of this Order may be rejected, at Buyer’s sole option. All costs with respect to the repair, replacement or refund of the nonconforming goods, including packing, packaging and freight charges, shall be at Seller’s expense.

8. PROPRIETARY RIGHTS. Seller agrees that Buyer’s designs, specifications, formulas and manufacturing information are proprietary data and shall not be disclosed by Seller to others or utilized by Seller for any purpose other than for Seller to provide Buyer with the goods and services requested by Buyer hereunder. Seller shall return all proprietary data and copies thereof to Buyer upon completion of Seller’s obligations hereunder or at Buyer’s request at any earlier time.

9. EQUIPMENT & SPECIAL TOOLING. Buyer shall not be obligated to reimburse Seller for the cost of any equipment or tooling unless specifically agreed to in writing by Buyer. Any equipment, tools, jigs, dies, fixtures, templates, patterns, or drawings (hereinafter collectively called “tools”) furnished by Buyer to Seller and any tools made or acquired by Seller for the performance of this Order, the cost of which is separately quoted or advertised in the unit price, shall remain or become the property of Buyer, free of any lien or claim created by or through Seller. All such tools shall be used exclusively for production under this Order or any other orders from Buyer. Reproducible drawings for tools to be made or acquired by Seller for performance of Buyer’s orders shall be submitted to Buyer for approval or to the manufacturer for acquisition of such tools. Seller will maintain the tools in first-class condition and will make replacements when necessary. Seller will not make any alterations to such tools without Buyer’s specific written authorization. Seller will be responsible for all loss or damage to such tools while in Seller’s possession. Upon completion or cancellation of this Order, such tools shall be disposed of as Buyer shall direct.

10. RIGHT-OF-ACCESS. Buyer reserves the right, and Seller hereby grants Buyer the right, during normal business hours, to inspect Seller’s premises and verify Seller’s compliance with this Order and the terms and conditions herein. Any such inspection or verification by Buyer does not absolve Seller of its obligations hereunder, nor shall it preclude Buyer’s subsequent rejection of goods or services hereunder.

11. PACKING & SHIPPING. No charge shall be allowed for handling, packing, crating, drayage or storage without written permission of Buyer. The goods shall be packaged in a method to preserve and protect from damage and/or degradation, and shall be suitably prepared for shipment by Seller in accordance with acceptable commercial practices and in compliance with all Applicable Laws and Standards. Seller shall cause the goods to be labeled and marked to conform to all requirements of all Applicable Laws and Standards, including but not limited to CE markings. Seller shall identify Buyer’s purchase order number on Seller’s invoice, packing list, bill of lading or on any packages. Seller shall attach an invoice to all shipments, in addition to forwarding a copy of such invoice to Buyer. Unless otherwise provided in this Order, all sales within the USA and Canada are FOB Destination, and sales outside the USA and Canada are DDP (Buyer’s designated location) Incoterms 2010.

12. PRICING. This Order must not be filled at prices higher than last quoted by Seller without Buyer’s written consent. Seller represents that the prices to be paid or otherwise charged to Buyer are not any higher than the lowest price for such goods or services offered by Seller to any other of its customers. Seller shall be responsible for and pay all federal, state, and local sales, use, income, excise, property, employment, and other taxes similar to, or differing from, any of the foregoing, incurred or levied on or in connection with the manufacture of goods, provision of services, or relating to Seller’s own property. Buyer shall be responsible only for taxes arising from its ownership of the goods. Seller agrees to indemnify Buyer against any loss, liability or expense resulting from Seller’s failure to pay such taxes, fees, duties, assessments, charges or conditions.

13. PAYMENT; RIGHT OF OFFSET. Unless stated otherwise on the face of this Order, Buyer shall remit payment to Seller within 60 days of Buyer’s receipt of a correct Seller’s invoice. Payment by Buyer hereunder shall not be deemed an acceptance of the goods or services performed hereunder by Seller. Upon notice from Buyer, any sum payable to Seller by Buyer under this Order may be set off by Buyer against any sum due or payable to Buyer by Seller under this Order, any claim by Buyer arising under this Order, or other agreements between Buyer and Seller.

14. TITLE. Seller warrants full, unrestricted title to all goods, tools and services furnished hereunder, free and clear of all liens, security interests and encumbrances. Care, custody and control of all goods remain with Seller

All goods and services procured by **Genesis Attachments, LLC** (“Buyer”) shall be in accordance with these terms and conditions:

until such time as Buyer takes physical possession or otherwise agrees in writing. Seller shall carry on its work and manufacture of goods at its own risk until the goods are completed and accepted by Buyer. In the case of accident, destruction or injury to the goods before the final completion and acceptance, Seller shall repair or replace such goods at its own expense and to Buyer’s satisfaction.

15. HAZARDOUS MATERIALS. Seller shall notify Buyer in writing upon acceptance of this Order if goods furnished are subject to laws or regulations relating to hazardous or toxic substances, whether for shipment or use, or when disposed of, to regulations governing hazardous wastes, or any other Applicable Laws and Standards, including environmental, health, or safety laws, rules or regulations. Instructions for shipping, handling, warnings, and material safety data sheets shall be provided with each shipment. Seller shall submit to Buyer with each shipment, a copy of all relevant MSDS sheets.

16. PATENTS. Seller warrants that the manufacture, use and sale of the goods do not infringe any claims of any patent, trademark, trade name, copyright or any other third-party property right. Seller agrees to defend, indemnify and hold Buyer (and its agents, representatives, employees, officers, directors, affiliates, successors, assigns, and customers) harmless from any and all claims, demands, actions, damages and liabilities (including legal fees and costs) involving the infringement of any third-party patent, trademark, copyright or other intellectual property right, or the misappropriation of any trade secret, by reason of the manufacture, use, or sale of said goods or services by Buyer.

17. INDEMNITY & INSURANCE. Seller agrees to defend, indemnify and hold Buyer (and its agents, representatives, employees, officers, directors, affiliates, successors and assigns, and customers) harmless from all claims, demands, actions, damages, and liabilities (including reasonable attorney’s fees) in any way connected with the goods or services provided to Buyer hereunder, or any act or omission of Seller, its agents, employees, or subcontractors. If a recall is initiated due to a defect or non-conformance of the goods, Seller shall bear all costs and expenses of such recall, including without limitation, costs of notifying customers, returning goods, customer refunds, lost profits, and any expenses incurred to meet obligations to third parties. Seller agrees to maintain Comprehensive General Liability and Product Liability insurance in sufficient amounts and form, as satisfactory to Buyer. Seller agrees to name Buyer as additional insured and to provide Buyer with certificates evidencing that such insurance is being maintained.

18. REMEDIES CUMMULATIVE. The rights and remedies of Buyer set forth herein shall be in addition to any rights or remedies which Buyer may otherwise have. Seller shall be responsible for any and all losses, liabilities, damages and expenses, including incidental and consequential damages, and including attorneys’ fees and other costs of prosecuting an action for breach, which Buyer may sustain or incur as a result of any breach of this Order by Seller. In no event shall Buyer be liable to Seller for any lost profits or for any incidental, consequential, special, exemplary or punitive damages. Without limiting the foregoing, the parties further agree that: (a) with respect to a claim arising out of or in connection with the termination of this Order, Seller’s damages, if any, shall be limited to the damages set forth in Section 4 (Cancellation); and (b) with respect to all other claims, Seller’s damages shall be limited to the value of the products purchased by Purchaser from Seller in the three months immediately preceding the alleged breach.

19. COMPLIANCE WITH LAWS. Seller shall comply with all Applicable Laws and Standards in its performance hereunder.

20. ASSIGNMENT. Seller shall not assign this Order or any rights or work performed hereunder without the prior written consent of Buyer. Any attempted assignment without such consent shall render this Order null and void.

21. WAIVER. No failure to exercise, and no delay in exercising, on the part of Buyer any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude further exercise of the same right, power or privilege.

22. VALIDITY OF PROVISIONS. In the event that any provision or any part or portion of any provision of this Order shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining parts or provisions hereof.

23. FORCE MAJEURE. Neither party shall be liable to the other for any failure to perform any obligation under this Order which is due to an event beyond the control of such party including but not limited to Act of God, terrorism, war, Political insurgence, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or manmade eventually outside of our control which cause the termination of this Order,

nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with this Order.

24. CONFIDENTIAL INFORMATION. Seller agrees to keep secret and confidential all confidential, proprietary or non-public information of Buyer and the existence, terms and conditions of this Order (the “confidential information”). In addition, Seller agrees to (a) disclose the confidential information only to its employees who need to know for purposes of fulfilling this Order and (b) use the confidential information only for the purpose of fulfilling this Order. It is understood that no license, either expressed or implied, is hereby granted by Buyer under any confidential information. If Seller has received confidential information in connection with its relationship with Buyer, Seller agrees that, for a period of two years from the date Seller no longer has a relationship with Buyer that (i) Seller will not, directly or indirectly, engage or assist others in engaging in any business or enterprise (whether as owner, partner, officer, director, employee, consultant, investor, lender or otherwise, except as the holder of not more than 1% of the outstanding stock of a publicly-held company) that is competitive with Buyer’s business, including but not limited to any business or enterprise that develops, manufactures, markets, licenses, sells or provides any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold or provided, or planned to be developed, manufactured, marketed, licensed, sold or provided, by Buyer while Seller was doing business with Buyer; (ii) Seller will not, either alone or in association with others, solicit, divert or take away, or attempt to divert or take away, the business or patronage of any of the clients, customers, or business partners of Buyer who were provided goods or services by Buyer during the 12-month period prior to the termination or cessation of Seller’s relationship with Buyer; and (iii) Seller will not, either alone or in association with others (1) solicit, induce or attempt to induce, any employee or independent contractor of Buyer to terminate its, or his or her employment or other engagement with Buyer, or (2) hire, or recruit or attempt to hire, or engage or attempt to engage as an independent contractor, any person or entity who was employed or otherwise engaged by Buyer at any time during the term of your relationship with Buyer; *provided, however*, that this clause (2) shall not apply to the recruitment or hiring or other engagement of any individual whose employment or other engagement with Buyer has been terminated for a period of six months or longer. If Seller violates any provision of this paragraph, Buyer will continue to be bound by the restrictions set forth in this paragraph until a period of one year has expired without any violation of such provisions.

25. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION. This Order and corresponding sale of good or services hereunder shall be governed exclusively in accordance with the laws of the State of Wisconsin (“Buyer’s State”) and applicable federal law, without reference to any conflict of law provisions. Seller consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum. Seller waives personal service of all process upon it in any such action or suit and consents to all such service of process made by mail or by messenger directed to it at the address specified on the face of this Order. All directions issued by the forum court, including all injunctions and other decrees, shall be binding and enforceable in all jurisdictions and countries. The parties agree that the UN Convention on Contracts for the International Sale of Goods shall not apply to this Order or the sale of any goods hereunder.

