

Ridgeview Industries, Inc.

Standard Terms and Conditions of Purchase

(Revision #3, Effective September 1, 2017)

Each vendor or supplier of goods and/or services (“Vendor”) to Ridgeview Industries, Inc., and any of its subsidiaries and affiliates (“Ridgeview”), by doing any business with Ridgeview, accepts each of the below terms and conditions as exclusive governing its relationship with Ridgeview subject to any express modification or supplement contained in any writing from Ridgeview to Vendor.

1. Acceptance of Orders. Vendor’s acceptance of a Ridgeview “Order” by any means (including shipment or commencement of any other work under the Order) shall be acceptance solely on the terms contained in these Standards as may be supplemented and/or expressly modified by the Order. Any additional, different or inconsistent terms contained in any discussions, letter, specifications, or any Vendor quotation, acknowledgment, acceptance or confirmation form shall have no effect. No course of dealing or usage of trade shall apply unless expressly stated in the Order. **Purchase of the items and/or services under the Order (the “Goods”) is limited solely to the terms in these Standards and the Order. Any of Vendor’s conflicting or additional terms are excluded without need of Ridgeview’s objection.** The terms in the Order and these Standards may be altered, modified or supplemented only in writing signed by Ridgeview. The Order is subject to correction without liability for clerical errors.

2. Prices and Terms. All Order prices are complete prices (including delivery unless otherwise noted on the Order) and in U.S. dollars (unless otherwise noted on the Order). If definitive prices are not stated, prices are the lower of those last quoted or charged by Vendor to Ridgeview. No price increase, if allowed by an Order, shall be effective before 45 days after written notice of such is given Ridgeview. No charges of any kind, whether for packing, shipping, delivery, taxes, duties, insurance or otherwise, shall be imposed upon Ridgeview unless expressed in the Order or agreed in writing by Ridgeview after the Order’s date. Any prompt payment discount period commences on delivery at Ridgeview's plant or, if later, Ridgeview’s receipt of a correct invoice. All Vendor invoices shall refer to the Order number and shipper. All Vendor accounts with Ridgeview shall be on a net settlement basis and Ridgeview may set off debits and credits against any such accounts regardless of the Order involved.

3. Quantities and Delivery. Unless stated in the Order or in writing by Ridgeview after the Order’s date, deliveries must be in entire and exact quantities ordered. Ridgeview may accept or

reject partial shipments without waiving its right to refuse later partial shipments. TIME IS OF THE ESSENCE. Ridgeview may reject untimely performance and purchase substitute goods at Vendor's expense. Vendor shall not delay or suspend delivery based upon any dispute between the parties. Ridgeview may change or suspend deliveries by notifying Vendor a reasonable time in advance of shipment. When quantities and delivery dates are estimates or are given under a blanket order, they are Ridgeview's current estimates and cannot be relied upon by Vendor but Vendor shall sell Ridgeview all such quantities when and if Ridgeview later provides written firm delivery dates. If either of Ridgeview or Vendor cancels any blanket Order, Vendor shall continue to supply Ridgeview the Goods under that Order based upon all firm releases sent by Ridgeview within 45 days of the cancellation (with the canceling party liability, if any, for breach of the Order to be controlled by these terms and conditions). Vendor shall also supply to Ridgeview from time to time such quantities of Goods as Ridgeview is obligated to supply to its customers as service parts (at the last price Ridgeview paid for the Goods) which requirements, to the extent known to Ridgeview, will be provided upon written request. Vendor shall notify Ridgeview in writing six months in advance of the expiration of any of its labor contracts and immediately upon Vendor's knowledge of any potential cause or event which may delay or threaten Vendor's performance under the Order (such notice not, however, excusing Vendor's timely performance). Vendor shall deliver to Ridgeview an amount of Goods and at such time designated by Ridgeview prior to the expiration of any labor contracts of Vendor. The Order does not constitute a requirements contract. When Goods are shipped, Vendor shall i) adequately contain, package, mark and label them for shipment; ii) declare their invoiced value for protection against loss or damage and be liable for any such loss or damage until title passes to Ridgeview; and iii) on international shipments, furnish all required export/import documents but all export/trade credits shall belong to Ridgeview.

4. Inspection and Rejections. Ridgeview shall have the right to inspect all Goods (and related supplies, materials, and tooling) and review Vendor's progress under the Order at all reasonable times and places. Ridgeview's acceptance of the Goods shall occur only after its inspection but such acceptance shall not preclude later rejection should nonconformity become apparent later in the manufacturing, processing or use stage. Neither passage of time nor payment before inspection shall constitute acceptance. Defective Goods, Goods not meeting specifications or untimely deliveries may be rejected and Ridgeview may cancel any uncompleted portion of the Order without liability to or waiving the default of Vendor. In Ridgeview's sole discretion, all rejected Goods may be (i) held at Vendor's risk and expense (which may include Ridgeview's labor and other costs), or (ii) returned at Vendor's cost and risk, or (iii) accepted as non-conforming Goods while holding Vendor accountable.

All non-conforming and rejected Goods may be deducted, at Ridgeview's discretion, to determine quantities delivered. Returned Goods shall not be replaced without Ridgeview's prior authorization. Ridgeview's inspection, testing, acceptance or use of the Goods shall not waive its rights as to defective or non-conforming Goods.

5. Modification and Cancellation. Ridgeview may at any time (i) modify the Order regarding specifications, quantities and delivery and if such materially increases Vendor's actual direct costs, an equitable written price adjustment may be made based on those costs; (b) except to the extent otherwise agreed in material and fabrication authorizations, cancel any of the Order with no liability to Vendor where its use of the Goods becomes unfeasible due to strikes, governmental regulations or other circumstances beyond its immediate control, including its or its customers' business interruption; (c) cancel any of the Order for any reason and if the Goods are manufactured specifically for Ridgeview and not sellable to others in the ordinary course, Ridgeview shall reimburse Vendor for the costs of direct labor and materials for completed and work in progress Goods (minus salvage value) and costs of materials procured specifically for the Order which materials are not cancelable or usable in other applications, all as proven to Ridgeview by Vendor's cancellation claim containing applicable cost verification submitted within thirty (30) days of cancellation; and (d) cancel the Order without liability to Vendor if Vendor (or any person or entity providing credit support to Vendor) is a party to a proceeding under any bankruptcy, reorganization or insolvency laws, has a receiver appointed for its business or property, makes an assignment for the benefit of creditors or admits insolvency or inability to pay its debts when due or Vendor defaults under any agreement with Ridgeview (including the Order). This paragraph contains Vendor's exclusive rights upon cancellation by Ridgeview and in no case shall Ridgeview be responsible to Vendor for anticipated profits or incidental or consequential damages.

6. Warranties. Vendor warrants to Ridgeview, its customers and all end users, in addition to any other warranties given by Vendor or available at law, that the Goods: (a) are free of any title encumbrances; (b) are free of any patent or latent defects, including those involving materials, construction, instructions, warnings or design; (c) are merchantable and meet all applicable industry standards; (d) strictly conform to specifications, drawings and data supplied by, furnished to or approved by Ridgeview and, to the extent not in conflict with the above, any Vendor descriptions and samples approved by Ridgeview; (e) were manufactured, supplied and otherwise strictly conform with any of Ridgeview's established standards described in any Order (copies of those standards are available from Ridgeview upon written request); (f) were manufactured and supplied utilizing any third party suppliers and third party service providers, if applicable, as described in any Order; and (g)

are fit for the use intended by Ridgeview. Vendor further represents that, if Vendor is or represents it to be certified or in compliance with ISO 9001/IATF 16949 or any other standards, Vendor complies with such. Vendor shall hold Ridgeview harmless in respect of any corrective actions due to Vendor's default or otherwise compensate Ridgeview for, and shall not exclude liability for, incidental and/or consequential damages.

7. Compliance. Vendor warrants that it and the Goods comply, and Vendor has performed all applicable tests to establish compliance, with all applicable governmental laws, regulations and orders, including all labor standards, occupational safety and health standards, employment non-discrimination and affirmative action laws, and regulations governing governmental contracts. Vendor shall supply certificates and data in form satisfactory to Ridgeview to establish such compliance. If Vendor replaces or corrects any item, the running of the warranty period shall be suspended from the date Vendor receives notice of the problem until the date of replacement or correction.

8. Indemnity. Vendor shall defend, hold harmless and indemnify Ridgeview and its customers and agents from and against all claims, losses and expenses (including consequential and incidental damages and actual attorneys' fees) arising or alleged to arise, in whole or in part, from: (a) Vendor's breach of warranty, including any warranty in the Order; (b) infringement of any patent, trademark, copyright or other third party proprietary rights by any Goods or any PI (as defined in 10, below); (c) Vendor's breach of any term of the Order; d) personal injury and property damage related to Vendor's or its agent's or contractor's presence at Ridgeview or its customer's plant; and (e) claims by or through Vendor adverse to Ridgeview's ownership of the items described in Section 9, below. Ridgeview's remedies for Vendor's breach shall be time-barred only as provided by law. Vendor shall at all times maintain insurance covering such risks (including general liability and products liability) and in such amounts as is from time to time customary for other businesses which obtain such insurance and which are comparable to Vendor and shall when requested by Ridgeview provide evidence of such coverage.

9. Vendor's Possession. All tooling, materials and parts furnished or paid for by Ridgeview (or its customer) in Vendor's (or its subcontractor's) possession shall be bailed property and be the property of and title shall remain with Ridgeview (or its customer) but Vendor shall bear all risk of loss or damage to such items (and insure such for the benefit of and as directed by Ridgeview or its customer). While any such items are in Vendor's (or its subcontractor's) possession, Vendor shall, at its expense, maintain the items in good condition and repair, use them solely for the Orders, prominently mark them as Ridgeview's (or its customer's) property and immediately deliver any such

items to Ridgeview upon Ridgeview's request regardless of any dispute between the parties. Vendor waives and shall not assert ownership, lien or offset rights against any of such items, whether or not in Vendor's possession, even if based on services performed or product added to such items.

10. Proprietary Information. All "PI," consisting of all drawings, specifications, technical data, know-how and other proprietary information Ridgeview provides to Vendor and all other similar items produced, acquired or used by Vendor for the Order, including any developed technology embodied in any Goods and any works of authorship (which shall be considered "work made for hire"), shall be Ridgeview's sole property and kept strictly confidential by Vendor. Vendor shall have a limited license to use the PI solely to fulfill its obligations under the Order. Vendor shall provide in writing to, and obtain Ridgeview's consent for, the identity and function of any third party to whom Vendor subcontracts any work under the Order and shall assure such subcontractor is aware of, recognizes and abides by Ridgeview's rights to the PI. The PI shall include any operating software incorporated into or needed for the optimal production or functioning of the Goods (Vendor granting, if needed or requested by Ridgeview, a permanent, paid-up, exclusive worldwide license to use such, including the right to grant sublicenses in relation to the Goods and any derivations from the Goods). All information and data disclosed by Vendor to Ridgeview shall not be confidential except as otherwise agreed by Ridgeview in a writing solely dealing with such.

11. Miscellaneous. Ridgeview's failure to demand strict adherence to the Order or to exercise any right or remedy shall not waive its right to later assert such. Ridgeview's rights and remedies under the Order are not exclusive, but are in addition to all other rights and remedies provided by law (which rights and remedies shall not be limited in amount, type, timing or otherwise by Vendor). The Order shall bind and inure to the benefit of Ridgeview and Vendor and their respective successors and assigns. However, Vendor may not delegate its duties or assign its obligations without Ridgeview's prior written consent. Vendor shall not, without Ridgeview's written consent, announce, publish or otherwise communicate to any third parties Vendor's relationship to Ridgeview represented by any Order except as reasonably necessary to the completion of the Order or as otherwise required by applicable law. The transaction and all matters related to the Order and the Goods shall be governed by and interpreted under the laws of, and any legal disputes resolved in, the State of Michigan (with proper jurisdiction and venue to be in Kent County, Michigan).