

TERMS AND CONDITIONS

1. Offer. These Terms and Conditions ("Terms") apply to all products and services (the "Products" or "Services") provided by Mercury Plastics, LLC ("Seller") to the purchaser identified in the applicable Order Confirmation ("Purchaser"). These Terms are incorporated into and made part of each Order Confirmation issued by Seller. Each Order Confirmation is Seller's offer to sell the Products and/or provide the Services identified in that Order Confirmation, and together with these Terms constitutes the complete and exclusive agreement between the parties with respect to that Order Confirmation. Purchaser is purchasing Products for commercial resale, distribution, or business use and not as a consumer.

2. Acceptance. A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or by issuing other acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation. Additional or different terms proposed by Purchaser, including in any purchase order or other acceptance document, are rejected and shall not apply unless expressly accepted by Seller in a writing signed by Seller. Delivery of Products, performance of Services, or commencement of Services by Seller shall not constitute acceptance of any terms proposed by Purchaser.

3. Prices. Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging, insurance or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties, tariffs or taxes. Seller may change prices for future orders at any time before acceptance of the applicable Order Confirmation, and no price, discount, rebate, most-favored-customer commitment or price protection obligation shall apply unless expressly stated in a writing signed by Seller.

4. Payment Terms. Unless otherwise expressly stated in the Order Confirmation or otherwise agreed in writing, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval, and Seller may condition shipment on advance payment, satisfactory credit support, or other assurances of performance. Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. Amounts not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, plus Seller's reasonable costs of collection, including attorneys' fees. If Purchaser objects to any portion of an invoice, Purchaser shall notify Seller in writing within fourteen (14) calendar days of receipt, identify the basis for the dispute, and timely pay any undisputed portion. Failure to provide notice within that period shall constitute acceptance of the invoice as submitted. If Purchaser fails to timely pay undisputed invoiced amounts, Seller may suspend performance or delivery, reject or cancel pending orders, or require payment in advance until payment is made, in addition to any other remedies available to Seller. Purchaser may not set off or recoup amounts allegedly owed by Seller against amounts due to Seller unless Seller agrees otherwise in writing.

5. Shipping, Delivery, Title and Risk of Loss. All sales of Products are Ex Works (Incoterms® 2020) Seller's plant unless otherwise specified in the Order Confirmation. Purchaser is responsible for all freight, insurance, import, export, storage, handling, packaging and related charges unless expressly stated otherwise in the Order Confirmation. Premium freight and other related expenses incurred to meet Purchaser's requested accelerated delivery schedules shall be

Purchaser's responsibility. Delivery dates are estimates unless otherwise expressly stated in the Order Confirmation, and time is not of the essence. Seller may make partial shipments and invoice each shipment separately. Purchaser may request changes, deferments or cancellations only with Seller's written consent, and Seller may require reimbursement of reasonable costs and expenses resulting from any such change, deferment or cancellation, including work in process, materials, supplier commitments, cancellation charges and related administrative costs.

6. Inspection; Acceptance; Returns. Purchaser shall inspect Products promptly upon receipt and shall notify Seller in writing of any shortage, damage, defect or nonconformity within fourteen (14) calendar days after receipt, describing the issue in reasonable detail. Products shall be deemed accepted unless Purchaser gives timely notice. No Product may be returned without Seller's prior written return material authorization. Authorized returns must be shipped in accordance with Seller's instructions, in original packaging where practicable, freight prepaid by Purchaser and at Purchaser's risk, unless Seller determines that the return is due to Seller's verified breach of the express warranty in Section 10. Seller may reject unauthorized returns and may charge restocking, inspection, repackaging and handling fees for returns accepted as an accommodation.

7. Product Changes; Allocation. Seller may discontinue, modify, substitute, or limit the availability of Products at any time. If Seller's supply of any Product is limited for any reason, Seller may allocate available Products among its customers in any commercially reasonable manner and shall have no obligation to purchase substitute products or reimburse Purchaser for cover, lost profits, lost sales or similar costs.

8. Proprietary Materials; Trademarks. Seller retains all right, title and interest, including all intellectual property rights, in and to the Products, Services, and all reports, specifications, designs, drawings, software, documents and other materials furnished or made available by Seller in connection with any Order Confirmation or related purchase order ("Proprietary Materials"), and in Seller's names, trademarks, service marks, logos, trade dress, product images, domain names and other brand identifiers ("Seller Marks"). Except as expressly stated in a separate written agreement signed by Seller, no sale of Products or performance of Services transfers to Purchaser any intellectual property rights in any Proprietary Materials or Seller Marks, and no Proprietary Materials created by Seller will be deemed a "work made for hire." Purchaser may use Seller Marks only as expressly authorized by Seller and solely to identify genuine Products purchased from Seller for resale in accordance with these Terms. Purchaser shall not alter, remove, obscure, challenge, register, misuse or disparage any Seller Marks or proprietary notices, and shall comply with Seller's brand, advertising, channel and marketplace policies as Seller may update from time to time.

9. Licenses. Seller does not grant Purchaser any license or other rights in any software, firmware, or other intellectual property except as expressly set forth in the applicable third-party license terms or in a separate written agreement signed by Seller. To the extent Products include third-party software or other third-party materials, Purchaser shall comply with the applicable third-party terms.

10. Warranty.

(a) Seller warrants that, at the time of delivery, the Products will conform in all material respects to the specifications, if any, set forth in the Order Confirmation. Purchaser shall not make, publish, pass through or enlarge any warranty, representation or statement regarding the Products except the written warranty, if any, expressly

authorized by Seller. For any valid claim that Products fail to conform to the foregoing warranty, Seller may, at its option, repair or replace the nonconforming Products or provide a reasonable credit or refund for the nonconforming Products. The foregoing is Purchaser's exclusive remedy for any warranty claim relating to the Products. Purchaser shall make any claim within fourteen (14) calendar days after receipt of the Products and shall, upon request, make the affected Products available for inspection and comply with Seller's return instructions.

(b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 10, SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS OR SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

11. Product Recalls and Regulatory Actions. Purchaser shall promptly notify Seller of any complaint, adverse event, alleged defect, safety issue, government inquiry, or recall-related communication concerning the Products. Seller shall have sole authority to determine whether to initiate, conduct, expand, modify or terminate any Product recall, market withdrawal, field correction, safety notice or similar action, except to the extent applicable law requires otherwise. Purchaser shall reasonably cooperate with Seller, maintain complete and accurate records sufficient to trace Products sold or distributed by Purchaser, follow Seller's recall instructions, and not make any recall-related admission or communication without Seller's prior written approval except as required by law. Purchaser shall bear costs and indemnify Seller to the extent any recall, field action or regulatory issue arises from Purchaser's storage, handling, marketing, modification, packaging, labeling, resale, distribution, failure to follow Seller's instructions, unauthorized warranty, or violation of law.

12. Liability Limitation. Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products or Services. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE PRODUCTS OR SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY PURCHASER TO SELLER FOR THE SPECIFIC PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF USE, DOWNTIME, RECALL COSTS, COVER, COST OF SUBSTITUTE GOODS OR SERVICES, REPUTATIONAL HARM, LOSS OF GOODWILL, OR CLAIMS BY PURCHASER'S CUSTOMERS, ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE PRODUCTS OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS SECTION APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES MAY VARY THIS SECTION ONLY BY A WRITTEN AGREEMENT SIGNED BY SELLER THAT EXPRESSLY REFERENCES THIS SECTION.

13. Termination; Suspension. If Purchaser fails to perform any material obligation under the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from Seller specifying the breach, Seller may immediately terminate the applicable Order Confirmation and/or related purchase orders. Seller may also suspend performance, reject orders or terminate any Order Confirmation immediately upon notice if Purchaser becomes insolvent, makes an assignment for the benefit of creditors, files or has filed against it a bankruptcy or insolvency proceeding, undergoes a change of control, sells substantially all of its assets, ceases doing business, violates Seller's brand or compliance policies, or engages in conduct that Seller reasonably determines may harm Seller, the Products or Seller Marks. Upon such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser, including any obligation with respect to delivery, sell-off rights or transition of supply; (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

14. Right of Entry. If applicable, Purchaser shall provide for Seller's right to enter property owned by Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and its subconsultants harmless from any claim, liability or cost, including reasonable attorneys' fees and costs of defense, for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on such property.

15. Excusable Delay. Seller shall not be liable for any delay or failure to perform caused by events beyond its reasonable control, including acts of God, governmental action, labor disputes, epidemic, pandemic, power failures, transportation delays, supplier failures, increased tariffs or other material cost increases, shortages of materials, or failure of Purchaser to provide required information or cooperation. During any such event, Seller's obligations affected by the event shall be suspended for the duration of the event and for a reasonable period thereafter. Seller shall have no obligation to source substitute products or services or to reimburse Purchaser for costs incurred in obtaining substitute products or services from others.

16. Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or otherwise retain, directly or through a third-party entity, employees of Seller providing the Services for a period of one (1) year following the employee's last day of work for Seller, regardless of the circumstances surrounding the employee's termination of employment.

17. Indemnification. Purchaser shall defend, indemnify and hold harmless Seller and its affiliates, and their respective officers, directors, employees and agents, from and against all third-party claims, damages, liabilities, losses, penalties, fines, costs and expenses, including reasonable attorneys' fees, to the extent arising out of or relating to (a) Purchaser's negligence or willful misconduct, (b) Purchaser's breach of the Order Confirmation or these Terms, (c) Purchaser's violation of applicable law, (d) Purchaser's storage, handling, marketing, advertising, resale, distribution, modification, relabeling, repackaging, installation or use of the Products, (e) any unauthorized warranty, representation, instruction or claim made by Purchaser or its customers regarding the Products, or (f) any recall, field action, consumer claim, product liability claim or regulatory

action to the extent caused by Purchaser or by products into which Purchaser incorporates the Products. This Section shall not apply to the extent a claim arises solely from Seller's gross negligence or willful misconduct.

18. Compliance with Laws; Resale Restrictions. Purchaser shall comply with all applicable federal, state, local and foreign laws, rules, regulations and orders relating to its purchase, storage, handling, marketing, advertising, resale, distribution, export, import and use of the Products, including consumer protection, product safety, labeling, packaging, environmental, anti-bribery, sanctions, export control and data privacy laws. Purchaser shall obtain and maintain all licenses, permits, registrations and approvals required for its business and resale activities. Purchaser shall not modify, relabel, repackage, reverse engineer, combine, adulterate or otherwise alter any Product without Seller's prior written consent, and shall not make misleading, deceptive or unauthorized claims regarding Seller, the Products or Seller Marks. Purchaser shall comply with Seller's written policies for authorized channels, online marketplace sales, advertising, storage, handling and quality control, as updated by Seller from time to time.

19. Confidentiality. Purchaser shall protect Seller's non-public business, technical, financial, product, pricing, customer, forecast, operational and proprietary information, including the terms of any Order Confirmation and these Terms ("Confidential Information"), using at least a commercially reasonable degree of care and shall use Confidential Information solely to perform under the applicable Order Confirmation. Purchaser shall disclose Confidential Information only to its personnel and professional advisers who have a need to know and are bound by confidentiality obligations at least as protective as this Section. Purchaser shall promptly return or destroy Confidential Information upon Seller's request or upon termination or completion of the applicable Order Confirmation. Seller may seek injunctive relief for any actual or threatened breach of this Section without posting bond or proving monetary damages.

20. Waiver. Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

21. Survival. Any provision that by its nature should survive shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order, including provisions relating to payment, proprietary rights, warranties and disclaimers, recalls, liability limitations, termination effects, indemnification, confidentiality, compliance, dispute resolution and governing law.

22. Notices. All notices, consents, demands and other communications under these Terms must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified or registered mail, or email with confirmation of transmission to the addresses specified in the applicable Order Confirmation or otherwise designated by Seller. Notices are effective only upon receipt, except that email notices are effective when sent if no bounce-back or other delivery failure notice is received.

23. Insurance. If Purchaser resells, distributes, stores, handles, modifies, installs or services Products, Purchaser shall maintain commercially reasonable insurance coverage, including commercial general liability and product liability coverage, with financially sound insurers and limits appropriate for Purchaser's business and the Products. Upon Seller's request, Purchaser shall provide certificates of

insurance evidencing such coverage and naming Seller as an additional insured where commercially available.

24. Entire Agreement. The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller. If these Terms conflict with any purchase order, acknowledgement, confirmation, online checkout term, invoice or other document issued by Purchaser, these Terms control unless Seller expressly agrees otherwise in a writing signed by Seller.

25. Governing Law; Forum; Jury Waiver. Unless otherwise specified in the Order Confirmation, these Terms and any Order Confirmation shall be governed by the laws of the State of Michigan, without regard to its conflict of laws principles. Any action, suit or proceeding arising out of or relating to these Terms, any Order Confirmation, or the Products or Services shall be brought exclusively in the state or federal courts located in Michigan, and Purchaser irrevocably submits to the personal jurisdiction of those courts. EACH PARTY KNOWINGLY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS, ANY ORDER CONFIRMATION, OR THE PRODUCTS OR SERVICES.