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GROUP**  
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## **MDI HOLDCO, LLC TERMS & CONDITIONS OF SALE**

1. **ACCEPTANCE:** MDI Holdco, LLC or its affiliate named in the Quotation or Order Acknowledgment (“Seller”) offers to sell the products and/or services described on the face hereof (the “Products”) to the addressee (“Buyer”) of this Quotation or Order Acknowledgment, as applicable, on the terms and conditions contained herein. No agent, salesperson or other party is authorized to bind Seller by any agreement, warranty, statement, promise or understanding not herein expressed. This Quotation or Order Acknowledgment, as applicable, unless otherwise stated, is for immediate acceptance by Buyer, subject to approval by Seller, and is expressly conditioned upon Buyer’s acceptance of all of the terms and conditions contained in or attached to this Quotation or Order Acknowledgment, as applicable. Any additional or different terms or conditions which may appear in any communication from Buyer are hereby expressly rejected and shall not be effective or binding, unless specifically agreed to in writing by Seller and no such additional or different terms or conditions in any document submitted to Seller by Buyer shall become part of the contract between Buyer and Seller, unless such written acceptance by Seller specifically recognizes and assents to their inclusion. Any objection by Buyer to the terms and conditions hereof shall be ineffective unless Seller is advised in writing thereof within two (2) days of the date of this Quotation or Order Acknowledgment, as applicable. Seller may, at any time, revoke this offer with or without cause. Any machinery, equipment, artwork, engravings, dies, molds, tools and/or supplies utilized by Seller in manufacturing the Products shall remain Seller’s exclusive property, unless otherwise specified in this Quotation or Order Acknowledgment, as applicable, or agreed to in writing by Seller and Buyer. No course of prior dealings, no usage of the trade and no course of performance shall be used to modify, negate or supplement any terms hereof.

2. **SHIPMENT AND DELIVERY:** Unless otherwise specified on the face hereof, shipping dates are estimates, and are subject to timely receipt by Seller of all information necessary for completion of the Products. Delivery shall be complete upon delivery at the place of manufacture to a carrier designated by Buyer, or, failing such designation, to any common carrier. Title and risk of Product loss shall pass to Buyer upon delivery to a carrier. Up to a 10% variation under and/or over the quantity of Products ordered shall be permitted. Unless otherwise specified in this Quotation or Order Acknowledgment, as applicable, or agreed to in writing by Seller and Buyer, inserts are to be furnished by the Buyer F.O.B. Seller’s plant. In the event inserts furnished by Buyer do not meet specifications and must be inspected, gauged, or reoperated before use, Buyer shall be responsible for Seller’s charges for such work. The number of inserts furnished by Buyer must exceed by 10% the number required to complete the order for the Products. All shipping terms are as defined in the Wisconsin Uniform Commercial Code (“UCC”).

3. **FAILURE TO ACCEPT DELIVERY:** If Buyer fails to accept delivery of finished Products within sixty (60) days of the scheduled shipment date, Seller may, upon written notice to Buyer, warehouse the unshipped Products or dispose of unshipped Products in any commercially reasonable manner, and Buyer will be responsible for Seller’s warehousing and/or disposal costs.

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### **CORPORATE HEADQUARTERS**

701 West Sunset Road  
Port Washington, WI 53074  
262-284-9455

2113 South Nikolai Avenue  
Marshfield, WI 54449  
715-387-6303

5555 8th Street East  
Fife, WA 98424  
253-327-1333

2143 County Highway W  
Grafton, WI 53024  
262-377-1677



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4. **TERMS:** Unless otherwise specified in this Quotation or Order Acknowledgment, as applicable, payment terms for the Products are net cash if paid within thirty (30) days of invoice date. Payment terms for all molds and tools are net cash if paid within ten (10) days of the first approval of Product samples submitted to Buyer. Any amounts not paid when due shall bear interest from the date of invoice until paid at the rate of 1% per month, or the maximum allowable legal rate, whichever is lower. Buyer also shall be responsible for Seller's costs to collect amounts owed by Buyer, including Seller's reasonable attorney's fees. Payment terms are subject to Seller's review and approval of Buyer's application for credit. Seller reserves the right, at its discretion, to establish credit limits at any time.

5. **PRICES AND TAXES:** Prices are subject to change by Seller as follows: (a) should Buyer at any time make changes in the drawings, specifications or approved samples of the Products, or if Buyer fails to meet agreed upon minimum annual Product purchase requirements or agreed upon minimum purchased Product quantity per production run; (b) at any time upon written notice to Buyer to reflect changes in the price of raw materials; (c) at any time upon written notice to Buyer to reflect additional costs incurred by Seller as a result of the imposition of tariffs; and/or (d) in case of a blanket order extending over three (3) months or more, unless Seller has otherwise agreed in writing in such blanket order to "firm" pricing. Seller may also change prices on the first day of any month for any reason (provided Seller shall give thirty (30) days prior notice of any such price change). In the event of a price change by Seller for any reason other than as described in clause "(a)", "(b)" or "(c)" of the first sentence of this Section, Buyer may terminate the contract by notice to Seller prior to the effective date of the price change. Buyer's failure to make written objection to any change prior to the effective date shall constitute acceptance thereof. All prices are exclusive of sales taxes, value added taxes, withholding taxes, customs, duties, excises, or similar charges of any kind (which shall be additions to the purchase price), except to the extent shipping terms defined by the UCC indicate otherwise. Buyer hereby grants Seller a security interest in all molds/tooling to secure payment of amounts owed by Buyer to Seller.

6. **INSPECTION:** Buyer will inspect all Products promptly on receipt, and failure to notify Seller in writing within thirty (30) days of receipt shall constitute a waiver of any discoverable non-conformities or defects in the Products and acceptance of the Products. Seller warrants that, for a period of sixty (60) days from the date of delivery, the Products will be free of defects in workmanship and material (unless material is specified by Buyer), the Products conform to the specifications contained in this Quotation or Order Acknowledgment, as applicable, and Seller conveys good title on the Products free of any security interests, liens or encumbrances. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS. Buyer's exclusive remedy and Seller's total liability for claims will be a refund of the purchase price and associated shipping costs for defective Products, or replacement of the nonconforming or defective Products at no cost to Buyer, at the option of Seller. No refund or replacement will be made unless

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written request is received within sixty (60) days of Buyer's receipt of the Products. No arbitration or court action arising out of or related to this Quotation or Order Acknowledgment, as applicable, or to the condition of the Products shall be commenced by Buyer later than one year after the cause of action is known or should have been known to Buyer.

7. **PRODUCT DESIGN:** Because Products will be made to the order of, based upon or with Buyer's design, specifications, tooling and/or samples (collectively, "Buyer's Design and Specs") (and regardless of any comments, recommendations or other input from Seller), Buyer agrees to defend, indemnify and hold Seller harmless from and against any and all damages, losses, liabilities, claims, suits, costs and expenses (including reasonable attorneys' fees and litigation expenses) suffered or incurred by Seller arising out of or otherwise related to: (i) infringement or other violation of any third party intellectual property or other rights arising out of Seller's manufacture of Products to Buyer's Design and Specs (and in case of such claim or suit, Seller may at any time elect not to manufacture the subject Products, with no liability to Buyer); or (ii) any damage to property or injuries (including death) to the extent such damage or injury is caused by, results from or otherwise arises out of Buyer's Design and Specs.

8. **FORCE MAJEURE:** Seller shall not be liable for damage resulting from delay or failure to deliver caused in whole or in part by circumstances beyond its reasonable control which make performance commercially impracticable. Such circumstances include, but are not limited to, fire, flood, accident, or Act of God, strikes or labor disputes, shortages of materials or components; delay or failure of carriers or suppliers; war or acts of civil or military authorities. Seller shall not be obligated to make-up any deficiencies resulting from such circumstances.

9. **TERMINATION:** This Quotation or Order Acknowledgment, as applicable, may be terminated by either party upon notice to the other for material breach of obligations hereunder, or upon insolvency, general assignment for the benefit of creditors, receivership, or any proceeding in bankruptcy involving the other party. Upon termination, Buyer shall pay the order price of all finished Products. In case of termination for any reason other than due to Seller's breach, Buyer also shall pay Seller's cost of work in progress, the cost of raw materials ordered to satisfy Buyer's stated requirements forecast, Seller's reasonable engineering charges and unamortized tooling charges.

10. **DISPUTES:** In the case of any dispute, claim or controversy arising under or related to this Quotation or Order Acknowledgment, as applicable, or the breach hereof, or otherwise related to the Products sold hereunder ("Dispute"), such Dispute shall be resolved by arbitration in accordance with the commercial arbitration rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS"), and judgment upon the award rendered by the arbitrator may be entered in any court. There shall be one (1) arbitrator. The place of arbitration shall be Milwaukee, Wisconsin. The language of the arbitration shall be English. The arbitration shall be governed under the laws of the State of Wisconsin, subject to U.S. federal laws governing recognition of arbitration and procedure. Neither party may commence any legal action of any kind, in any court, involving any Dispute, at any time, without first giving thirty (30) days written notice to the other party.

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11. NOTICE: Any notice required or permitted under this Quotation or Order Acknowledgment, as applicable, must be in writing and sent via U.S. mail, postage prepaid, or via recognized courier service, or via facsimile or email with confirmation of valid transmission, to the respective addresses shown on the face hereof. If mailed, notice shall be effective three (3) days after the mailing date.

12. GENERAL PROVISIONS: Tolerances, when not specified, will be as stated on commercial level of the RMA Handbook, a publication of the Rubber Manufacturers Association, or similar publication with respect to plastics and urethane Products. The failure of either party to exercise any of its rights upon one occasion shall not operate as a waiver of that right on another occasion. This Quotation or Order Acknowledgment, as applicable, is severable, and, if any provision is found to be unenforceable by a tribunal of competent jurisdiction, the remainder of the Quotation or Order Acknowledgment, as applicable, shall be enforceable without that provision in that jurisdiction. Any assignment of this Quotation or Order Acknowledgment, as applicable, by Buyer without the Seller's prior written consent shall be void. This Quotation or Order Acknowledgment, as applicable, is governed by and shall be interpreted according to the laws of the State of Wisconsin, without regard to the state's rules regarding conflict of laws. The parties stipulate that venue in the state or federal courts located in Milwaukee County, Wisconsin is proper and convenient for any action involving this Quotation or Order Acknowledgment, as applicable.

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