

ACME MANUFACTURING COMPANY
STANDARD TERMS AND CONDITIONS OF SALE
ATTACHMENT "A"

(Last Revised November 2023)

1. **Parties.** "Seller" means Acme Manufacturing Company, a Michigan corporation. The goods and/or services covered by Seller's proposal (the "Proposal") are referred to as the "Products," which term includes all equipment, parts, portions, items, attachments, repairs, replacements, and substitutions thereof. The party to whom the Proposal is directed is referred to as "Purchaser."

2. **Acceptance.** The Proposal is void unless signed and returned by Purchaser within twenty (20) days from the date thereof. The Proposal is subject to change upon notice to Purchaser and, if signed and returned by Purchaser, shall constitute an order on the part of Purchaser (the "Order"), but such Order shall not become binding on the part of Seller until it is approved and accepted by Seller at its office located in Auburn Hills, Michigan 48326, U.S.A.

3. **Agreement; Amendment.** The term "Agreement" refers to and includes the Proposal and Order, these Standard Terms and Conditions of Sale (which include Seller's Service Policy and Procedure, as in effect from time to time, each of which is available on Seller's website (www.acmemfg.com) and incorporated herein by reference), and all other documents specifically (and by a written instrument) made a part of the Agreement by Seller. This Agreement is the entire agreement between the parties with respect to the Products and no statement or agreements, oral or written, made before or at the signing of this Agreement shall vary or modify the written terms hereof, and neither party shall claim any amendment, modification or release from any provision hereof unless such change is in writing signed by the other party and specifically states that it is an amendment to

this Agreement. No modification or addition to this Agreement shall be effected by the acknowledgment or acceptance by Seller of a purchase order, acknowledgment, release or other forms submitted by Purchaser containing additional or different terms or conditions, and Seller hereby gives Purchaser notice of the rejection of such additional terms and conditions. For the avoidance of doubt, these Standard Terms and Conditions of Sale shall prevail over any of Purchaser's general terms and conditions of purchase, regardless of whether or when Purchaser has submitted its purchase order or such terms, and fulfillment of Purchaser's purchase order does not constitute acceptance of any of Purchaser's terms and conditions and does not serve to modify or amend this Agreement. In the case of any conflict among documents comprising the Agreement, conflicts shall be resolved in the following order of precedence: (1) the Order (which includes the Proposal), and (2) these Standard Terms and Conditions of Sale (which include Seller's Service Policy and Procedure, as in effect from time to time, each of which is available on Seller's website (www.acmemfg.com) and incorporated herein by reference). Any subsequent written agreement or change order signed by an authorized representative of each of Seller and Purchaser shall take precedence over the Proposal and Order and these Standard Terms and Conditions of Sale in the event of a conflict.

4. **Warranties and Limitation of Liability.**

(A) Seller warrants to Purchaser that the Products manufactured by Seller shall be free from any material defects in material and workmanship on the date of shipment and shall perform to the specifications agreed to in this

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Agreement for a period of twelve (12) months after the date of shipment, normal wear and tear excepted; *provided, however*, that the foregoing warranty shall not apply unless Purchaser (i) uses and operates the Products in strict compliance with the User Manuals (as defined below), (ii) uses only media recommended by Seller in the operation of the Products, and (iii) uses the Products to produce or process goods identical to any samples provided by Purchaser to Seller in connection with the Proposal. In the event that any Product fails to meet the foregoing warranty, Seller will, at Seller's option, repair or replace the affected Product, and such repair or replacement will constitute Seller's sole obligation and Purchaser's sole remedy for breach of the foregoing warranty. Seller shall not be liable for any failure to so comply which results from the use or maintenance of the Products, from alterations of the Products by persons other than Seller, from absence of Products or accessories available to Purchaser, but omitted at Purchaser's direction, from design or instructions furnished by Purchaser's direction, from design or instructions furnished by Purchaser or his agents or from violations caused by combining Seller's Products with any equipment or system(s) furnished by others, including Purchaser.

(B) Seller warrants to Purchaser that it shall perform any services to be provided as part of the Products hereunder using personnel of required skill, experience, and qualification and in a professional and workmanlike

manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(C) THE WARRANTIES SET FORTH IN THIS SECTION 4 ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT LOSSES OR DAMAGES ATTRIBUTABLE OR RELATED TO THE SALE OR USE OF THE PRODUCTS (INCLUDING THE PROVISION OF ANY SERVICES INCLUDED THEREIN) UNDER THIS AGREEMENT OR ANY OTHER MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER

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THEORY OF LAW OR EQUITY AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL IN NO EVENT EXCEED THAT PART OF THE PURCHASE PRICE APPLICABLE TO THE PRODUCTS WITH RESPECT TO WHICH SUCH DAMAGES ARE CLAIMED.

- (D) Seller shall not be liable to Purchaser for any damages or losses caused by or resulting from (i) any tampering, misuse or negligence in handling or use of any Product by Purchaser or its agents, representatives, employees, or customers; (ii) the use or maintenance of the Products by persons or third parties other than Seller; (iii) the absence of Products or accessories that were made available by Seller to Purchaser that were omitted by Purchaser; (iv) the design or instructions furnished by Purchaser or its agents; or (v) combining Seller's Products with any equipment or system(s) furnished by third parties, including Purchaser. Any of the foregoing shall render the Seller's warranties described in this Section 4 void.
- (E) Purchaser must give Seller written notice of any claim of breach of warranty within ten (10) days after the occurrence of the event upon which such claim is founded. The failure of Purchaser to give such written notice

within such specified time period shall be a full waiver and release of all claims for breach of warranty.

- (F) The limitation of liability set forth in this Section 4 shall not apply to liability resulting from Seller's gross negligence or willful misconduct.

5. Third-Party Products. Products manufactured by a third party ("Third-Party Products") may constitute, contain, be contained in, incorporated into, attached to, or packaged together with, the Products, or be subject of services performed by Seller hereunder. Third-Party Products and any services performed by Seller with respect thereto, regardless of whether such Third-Party Products were purchased from Seller or from a third party, are not covered by the warranties set forth in Section 4. For the avoidance of doubt, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THIRD-PARTY PRODUCTS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD-PARTY PRODUCT OR ANY SERVICES PERFORMED BY SELLER WITH RESPECT THERETO, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. To the extent permissible, Seller shall pass through any warranty provided to Seller by the applicable

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third party with respect to such Third-Party Product. In addition, Purchaser acknowledges that Seller is not responsible for media life or cost since these are expendable items, which are produced beyond the control of Seller.

6. Changes to Orders. After the date of the Order, Purchaser may request that Seller make changes to the original specifications provided by Purchaser. Seller reserves the right to submit additional charges resulting from Purchaser's proposed changes for approval and acceptance by Purchaser before incorporating any such change into the original specifications. Seller shall provide Purchaser with a notice of any price and/or delivery adjustments due to any changes to the original specifications.

7. Payment Terms. Unless otherwise provided in Seller's Proposal or in the Order, all amounts payable hereunder shall be paid in United States dollars at the location indicated on Seller's invoice. Unless otherwise specified in the Order, payment terms for service parts will be net thirty (30) days. Payment terms for other Products will be as set forth in the Proposal. If payment is not received by Seller within thirty (30) days of the date of Seller's invoice, Purchaser shall pay to Seller late fees at the lesser of the rate of one and one-half percent (1.5%) per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. After any payment is fourteen (14) days past due, Seller may, after giving seven (7) days' written notice, suspend all services and withhold all Products, materials, reports, data, drawings, and service without any further liability until all past due amounts are paid in full. Purchaser shall reimburse Seller for all costs incurred in collecting any late payments and fees, including, without limitation, attorneys' fees.

Purchaser shall not withhold payment of any amounts due and payable hereunder by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's purported breach of this Agreement or otherwise.

8. Changes in Price Impacted by Law. If the present or future interpretation or the future imposition of any law, governmental decree, order, regulation, or ruling under any existing or future legislation shall prevent Seller from increasing the price or revising the price as herein provided, or shall nullify or reduce said price specified herein, Seller and Purchaser shall promptly meet to determine if mutually agreeable changes can be made in this Agreement to cause it to conform with such law, decree, order, regulation, or ruling. If the parties fail to mutually agree upon such changes within sixty (60) days after such meeting, Seller may terminate this Agreement by written notice of such termination to Purchaser without any liability to Purchaser, and Purchaser shall pay the same costs as set forth in Section 25 that would be applicable if Purchaser had cancelled the Agreement.

9. Expenses. To the extent such expenses are not included or accounted for in the Order, Seller shall invoice and Purchaser shall reimburse Seller for all reasonable travel and out-of-pocket expenses incurred by Seller in connection with the performance of any services provided in connection with the Products.

10. Taxes. If Seller is required to pay federal, state, local or other taxes, excises or charges, or increases thereof upon the production, sale or transportation of the Products sold hereunder not now included in the price specified herein, Purchaser shall reimburse Seller for the same.

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11. Title; Risk of Loss; Security Interest.

Title to and risk of loss of all Products sold hereunder shall pass to Purchaser upon Seller's delivery to carrier at point of shipment, regardless of whether Purchaser pays all or any part of the freight. Purchaser assumes all risks and liability for results arising out of unloading, discharge, storage, handling and use of the Product, or arising out of compliance or non-compliance with federal, state, municipal or local laws and regulations with reference thereto. Seller shall have no liability for the failure of discharge or unloading equipment or materials used by Purchaser, whether or not supplied by Seller. Until Purchaser has satisfied the payment terms in Section 7 with respect to purchased Products (including any late fees due and owing), Purchaser hereby grants to Seller a lien on and security interest in and to all of the right, title, and interest of Purchaser in, to, and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this Section 11 constitutes a purchase-money security interest under the Michigan Uniform Commercial Code.

12. Delivery; Storage.

(A) Seller will use commercially reasonable efforts to ship the Products by the shipping dates requested by Purchaser or to notify Purchaser if deliveries will be delayed beyond those dates; *provided, however*, such delivery dates are estimates and non-binding commitments of Seller. SELLER SHALL NOT BE LIABLE TO PURCHASER OR

PURCHASER'S CUSTOMERS FOR ANY LOSSES OR DAMAGES ATTRIBUTABLE OR RELATED TO ANY DELAY, LOSS, OR DAMAGE IN TRANSIT, INCLUDING INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY TYPE RESULTING FROM SUCH DELAY, LOSS, OR DAMAGE IN TRANSIT.

(B) Unless otherwise expressly provided in the Proposal or in the Order or invoice, Purchaser shall reimburse Seller for all charges and expenses for shipping the Products to Purchaser (including containers, packing and crating) and transportation to the delivery point.

(C) Seller may, at its option, without liability or penalty, make partial shipments of Products to Purchaser. Each shipment will constitute a separate sale, and Purchaser shall pay for the Products shipped, whether such shipment is in whole or partial fulfillment of Purchaser's Order.

(D) If Purchaser fails to schedule a time to accept a shipment of Products within ten (10) days from Seller's notice that the Products are ready for shipment, Seller may charge Purchaser reasonable storage charges for any delay in the shipment of such Products.

13. Inspection and Rejection.

(A) Purchaser shall inspect the Products within five (5) days of receipt, or within some other inspection period

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agreed to in writing by an authorized representative of Seller and Purchaser (the "Inspection Period"). Purchaser will be deemed to have accepted the Products unless it notifies Seller in writing of any Non-Conforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Non-conforming Products" means only the following: (i) the product shipped is different than identified in Purchaser's Order; or (ii) the product's label or packaging incorrectly identifies its contents.

(B) If Purchaser timely notifies Seller of any Non-Conforming Products, Seller shall, at its option, (i) replace such Non-Conforming Products with conforming Products, or (ii) credit or refund the purchase price for such Non-Conforming Products, together with any reasonable shipping and handling expenses incurred by Purchaser in connection therewith. Purchaser shall ship, at its risk of loss, the Non-Conforming Products to the location provided in writing by Seller. If Seller exercises its option to replace Non-Conforming Products, Seller shall, after receiving Purchaser's shipment of Non-Conforming Products, ship to Purchaser, the replacement Products.

(C) Purchaser acknowledges and agrees that the remedies set forth in this Section 13 are Purchaser's exclusive remedies for the delivery of Non-Conforming Products.

14. **Returns.** Except as otherwise provided in Section 13, no Products shall be returned for

credit or refund without the prior written permission and shipping instructions from Seller.

15. **Special Requirements.** Unless otherwise provided in Seller's Proposal or the Order, or as otherwise agreed to in writing by an authorized representative of Seller, prices do not include costs to conform to any special site specifications, machine operation or safety requirements, machine operation or safety requirements established by either governmental codes or Purchaser's requirements. The costs for any such special requirements shall be separately quoted to Purchaser upon request.

16. **Standards.** Seller's Products offered in the Proposal have been designed with an overview toward the United States governmental standards. Many of these regulations vary with the conditions under which the Products are to be used. Due to the lack of specific definitions, Seller expressly disclaims any responsibility for compliance with governmental standards. The costs for any Product revisions that are required to conform to governmental standards shall be separately quoted to Purchaser upon request.

17. **Intellectual Property.**

(A) Seller shall retain all right, title and interest in, to, and under all of the intellectual property that is created or provided by Seller in connection with or incorporated into the Products being purchased by Purchaser under this Agreement. Seller warrants that it owns or has the right to use such intellectual property in the manufacturing and sale of the Products and that such intellectual property does not infringe upon any intellectual property rights of third

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parties. Seller shall indemnify, defend and hold Purchaser harmless from any judgments, settlements, costs, expenses, fees, penalties, damages or other loss, including costs of investigation, litigation and reasonable attorney's fees, related to any infringement claim against Purchaser based on the purchase, use or resale by Purchaser of the Products purchased under this Agreement.

(B) Purchaser shall retain all right, title and interest in, to, and under all of the intellectual property that is created or provided by Purchaser in connection with or incorporated into the Products. Purchaser warrants that it owns or has the right to use such intellectual property in the manufacturing, purchase, use and resale of the Products and that such intellectual property does not infringe upon any intellectual property rights of third parties. Purchaser grants to Seller the limited right to use Purchaser's intellectual property that it provides to Seller solely for the purpose of Seller's manufacture and sale to Purchaser of the Products sold to Purchaser under this Agreement. Purchaser shall indemnify, defend and hold Seller harmless from any judgments, settlements, costs, expenses, fees, penalties, damages or other loss, including costs of investigation, litigation and reasonable attorney's fees, related to any infringement claim against Seller based on the use of Purchaser's intellectual property in the manufacturing and sale of the Products sold under this Agreement.

18. Confidential Information. All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Purchaser, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential and solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Purchaser shall promptly return or destroy all documents and other materials received from Seller. Seller shall be entitled to injunctive or other equitable relief for any violation of this Section 18. This Section 18 does not apply to information that is: (A) in the public domain; (B) known to Purchaser at the time of disclosure; or (C) rightfully obtained by Purchaser on a non-confidential basis from a third party.

19. User Manuals; Safety Data Sheets. Purchaser acknowledges that Seller has furnished to Purchaser certain user manuals and/or data safety sheets, including warnings and safety and health information concerning the Products sold hereunder (collectively, the "User Manuals"). Purchaser shall disseminate such User Manuals, as necessary, to give warning of possible hazards to persons whom Purchaser can reasonably foresee may be exposed to such hazards, including, but not limited to, Purchaser's employees, agents, contractors and customers. If Purchaser fails to disseminate such User Manuals, Purchaser shall indemnify, defend and hold Seller harmless against any and all liability arising out of or in any way connected with such

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failure, including but not limited to liability for injury, sickness, death and property damage.

20. Performance of Services. With respect to any services provided as part of the Products hereunder, Purchaser shall (A) cooperate with Seller in all matters relating to the services and provide such access to Purchaser's premises, and such office accommodation and other facilities as may be requested by Seller, for the purposes of performing the services; (B) respond promptly to any Seller request to provide direction, information, approvals, authorizations, or decisions that are necessary for Seller to perform the services in accordance with the requirements of this Agreement; (C) provide such customer materials or information as Seller may request to carry out the services in a timely manner and ensure that such customer materials or information are complete and accurate in all material respects; and (D) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the services before the date on which the services are to start

21. Force Majeure. Seller shall not be liable for damages, or deemed to have defaulted under or breached this Agreement, for delay in delivery or failure of performance arising out of causes beyond its reasonable control, including but not limited to, (A) acts of God; (B) flood, fire, earthquake, epidemics, pandemics, quarantine restrictions, or explosion; (C) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (D) federal, state, local, or foreign government order, law, or actions; (E) embargoes or blockades in effect on or after the date of this Agreement; (F) national or regional

emergency; (G) strikes, labor stoppages or slowdowns, or other industrial disturbances; (H) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (I) other events beyond the reasonable control of Seller. If a delay in delivery or failure to perform is caused by the delay or failure to perform of a subcontractor of Seller and if such default arises out of causes beyond the reasonable control of both Seller and any of its subcontractors, Seller shall not be liable to Purchaser for damages.

22. Purchaser's Acts or Omissions. If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Purchaser or its agents, subcontractors, consultants, or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Purchaser, in each case, to the extent arising directly or indirectly from such prevention or delay.

23. Allocation. In the event of Seller's inability for any reason to supply the total demands for Products, Seller shall distribute its available supply of raw materials and/or finished goods among itself, for its own manufacturing uses, its customers and Purchaser in such manner as Seller deems practicable. Purchaser shall accept, as full and complete performance by Seller, deliveries in accordance with such determination as Seller may make. In no event shall Seller be required to purchase material or product from third parties, nor will Seller be liable for any cost increases suffered by Purchaser in purchasing product from a third party.

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24. **Indemnification.** Unless Products sold hereunder fail to meet the express warranties set forth in Section 4 above, Purchaser shall indemnify, defend and hold Seller harmless from all claims, demands, actions, cause of action, suits, judgments, settlements, costs, expenses, fees, penalties, damages or other loss, including costs of investigation, litigation and reasonable attorney’s fees, arising out of Purchaser’s selection, use, maintenance, alteration, design, sale and further processing of the Products sold hereunder.

25. **Cancellation by Purchaser.** Orders based on this Proposal, if accepted by Seller, are subject to the right of cancellation by Purchaser by notice in writing to Seller, effective as of the date of receipt of same, *provided, however* that: (A) Purchaser will pay Seller in full for all work scheduled for completion within thirty (30) days after the effective date of cancellation and will accept shipments thereof; and (B) Purchaser will pay Seller its full cost plus twenty-five percent (25%) of all work in process and raw materials or supplies used or for which commitments have been made by Seller in connection with such order.

26. **Termination by Seller.** In addition to any remedies that may be provided under this Agreement, Seller may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (A) fails to pay any amount when due under this Agreement and such failure continues for fourteen (14) days after Purchaser’s receipt of written notice of non-payment; (B) has not otherwise performed or complied with any of the provisions of this Agreement, in whole or in part; or (C) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to

bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. Purchaser shall be liable for any damages incurred by Seller by reason of the payment failure or non-performance or non-compliance that resulted in such termination.

27. **No Waiver.** No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

28. **Compliance with Law.** Purchaser shall comply with all applicable laws, regulations, and ordinances. Purchaser shall maintain in effect all the licenses, permissions, authorization, consent, and permits that it needs to carry out its obligations under this Agreement.

29. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

30. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any

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legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

31. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Proposal or Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (A) upon receipt of the receiving party, and (B) if the party giving the Notice has complied with the requirements of this Section 31.

32. Severability. If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

33. Survival. Provisions of this Agreement which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Section 4 (Warranties and Limitations of Liability), Section 5 (Third-Party Products), Section 17 (Intellectual Property), Section 18 (Confidential

Information), Section 24 (Indemnification), Section 28 (Compliance with Law), Section 33 (Survival), and Section 34 (Governing Law; Arbitration).

34. Governing Law; Arbitration. This Agreement shall be construed according to the laws of the State of Michigan as if fully performed thereunder and without regard to its conflict of laws principles. The parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods, if the same would otherwise apply here. All disputes arising hereunder will be exclusively resolved through a binding arbitration proceeding conducted in accordance with the Rules of Commercial Arbitration of the American Arbitration Association, before an arbitrator chosen in accordance with such rules. The arbitration proceeding will be conducted in English and will take place in Oakland County, Michigan, and each party hereby waives any argument as to the convenience of such venue. The decision of the arbitrator will be final and binding upon the parties and shall not be subject to appeal. The decision of the arbitrator may be enforced in any court of competent jurisdiction.

35. No Assignment. Purchaser shall not assign any of its rights or delegate any of its obligations under this Agreement, whether by operation of law or otherwise, without Seller’s prior written consent, and any purported assignment in violation of this Section 35 shall be null and void. No assignment or delegation shall relieve Purchaser of any of its obligations under this Agreement.