

GEERPRES, INCORPORATED
GENERAL SUPPLIER TERMS AND CONDITIONS

Notwithstanding any other provision to the contrary, the following terms and conditions shall apply to any purchase of Goods and/or Services by GEERPRES, INCORPORATED (“Geerpres” or the “Company”), a Michigan Corporation, having a place of business at 1780 Harvey Street, Muskegon, Michigan 49442, specified in a separate agreement or purchase order (collectively the “Agreement” or “Purchase Order”). Any purchase order covering the purchase of Goods or Services shall be governed by these General Supplier Terms and Conditions and other written provisions mutually agreed upon, if any. These general terms and Conditions shall apply to any supply of goods and/or services specified in a separate agreement or purchase order (agreement and/or purchase order and these general terms are together referred to as the “Agreement”) where reference is made to these General Terms, insofar as they are not amended by a purchase order or by a written agreement between the parties. These general terms shall apply regardless of any provisions to the contrary that may appear on an order, invoice or other document issued by Supplier and prevail over other pre-printed terms or conditions contained in either party’s documentation or exchanged between the parties. Reference to Geerpres in these general terms and conditions refers to any company within the Geerpres group of companies.

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. **CONTRACT:** Your acceptance of a purchase order from Geerpres, including by submission or return of an express acknowledgment thereof, submission of a response to a Request For Price (“RFP”) or Request For Quote (“RFQ”) (including, e.g. by fax, scan or through the Geerpres.com or any Company website) or delivery of the goods or service referenced therein (in each case, a “Purchase Order”) constitutes your agreement to follow and be bound by the current Terms and Conditions. No purported change, modification or revision of a Purchase Order or any term therein (including goods, services, prices, delivery or payment terms, etc.) or in these Terms and Conditions shall be effective unless expressly agreed to in writing by Geerpres, and any failure of Geerpres to specifically reject (in writing) any conflicting term(s) purporting to modify a Purchase Order or any term therein or herein shall not constitute acceptance thereto by Geerpres. Acceptance of a Purchase Order by Supplier affects a contract between Supplier and Geerpres.

2. **PRICES:** Except as otherwise specified in a writing signed by Geerpres, prices for all goods and services shall be as specified in a Purchase Order. Supplier warrants that the prices for all goods and services sold to Geerpres are no less favorable than those then extended to any other party for the same or like goods or services. In the event Supplier establishes or offers a lower price for the sale of such goods or services to any other party, from the date of acceptance of a Purchase Order to the date the invoice for such similar product is sent to Geerpres, Supplier agrees to reduce such price(s) to Geerpres to a price no less favorable. If a lower price is discovered by Geerpres, the Supplier agrees thereafter to reimburse Geerpres (or provide a retroactive credit) for the price variance. Supplier also agrees to provide Geerpres advance notice of 90 days in writing for any price increase on quoted items, which, in the event of blanket purchase orders, will become valid with the issue of a new Purchase Order, subsequent 90 days after notification.

3. **EXTRA CHARGES:** Except as specified in a Purchase Order, no additional charges of any kind, including charges for packing, cartage, taxes, import or export duties, excises, or other extras, will be allowed or payable by Geerpres unless specifically agreed to in writing in advance by Geerpres.
4. **SUB-CONTRACTORS:** Upon request of Geerpres, Supplier will identify all sub-contractors providing goods or services in connection with Supplier's prior or prospective fulfillment of a Purchase Order; provided further that Supplier will engage any sub-contractor(s) designated by Geerpres.
5. **ACCESS TO FACILITIES:** Supplier shall grant Geerpres reasonable access to Supplier's facilities and records (and, as applicable, to facilities and records of Supplier's sub-contractors) to representatives of Geerpres, as well as government and/or regulatory agencies, for purposes of assessing Supplier's compliance with all relevant legal, regulatory and contractual requirements, including those specified in a Purchase Order.
6. **TAXES:** Supplier's prices shall exclude any federal, state and local sales, use or excise taxes levied upon or measured by the sale, the sale price or use of goods or services provided by Supplier hereunder. All such taxes, which are lawfully applicable and are to be paid by Geerpres, shall be listed separately on Supplier's invoice(s). Tax exemption certificates or other evidence of exemption, furnished by Geerpres, shall be accepted by Supplier in lieu of Geerpres's payment of such taxes.
7. **PACKAGING AND DELIVERY:** Deliveries are to be made in quantities and at times and places specified in a Purchase Order. Geerpres reserves the right at any time to cancel and void an order or any part thereof without liability if delivery is not made in conformance with the applicable Purchase Order prior to 3:00 PM (local time) on the date specified. Supplier shall indemnify and hold Geerpres harmless from any loss, damage or cost arising out of a late delivery.

Each package to be delivered to Geerpres shall be labeled with the Purchase Order number and shall specify its contents, including Geerpres's part number or number specified on Geerpres purchase order on a delivery voucher, failing which Geerpres may refuse delivery and return same without liability and at Supplier's expense. Goods or deliveries, which do not conform to a Purchase Order, may be returned at Supplier's expense. Supplier warrants that goods will be packaged properly and any damage to goods due to inadequate packaging will be the responsibility of Supplier and will entitle Geerpres, in addition to any other right or remedy it may have, to refuse same, at Supplier's expense.

8. **TITLE AND RISK OF LOSS:** Unless otherwise provided, prices are free on board at the destination specified in the Purchase Order and title and risk of loss shall pass upon Geerpres's acceptance of the goods as provided herein.

9. **INSPECTION AND ACCEPTANCE:** Goods shall be accepted when such goods have been delivered to Geerpres and have passed Geerpres's inspection and tests. Services shall be accepted ten (10) days after performance thereof by Supplier, absent rejection by Geerpres within such time. Neither acceptance nor rejection of all or any part of such goods or services by Geerpres shall relieve Supplier of any of its obligations or warranties hereunder, nor bar or limit any claim by Geerpres based upon any default of Supplier or defect in the goods or services. In no event shall payment be deemed to constitute acceptance.

In event that goods or services are rejected, Geerpres may cancel the Purchase Order as to some or all such goods and services and provide notice to Supplier. Goods not accepted by Geerpres (including any in excess of the quantity specified in an applicable Purchase Order) will be held at Supplier's risk; provided that, Geerpres may (and at Supplier's direction shall) return such goods to Supplier at Supplier's risk; all transportation and handling charges, both to and from the original destination, shall be paid by Supplier; and any payment previously made for such goods shall be promptly refunded by Supplier to Geerpres. Return of good by Geerpres shall not constitute a waiver of any right or remedy which Geerpres may have as a result of or in connection with it.

10. **COMPLIANCE WITH REQUIREMENTS:** Supplier is responsible to verify and demonstrate compliance with all applicable requirements, including as specified in a Purchase Order. No audit, surveillance, inspection and/or tests made by Geerpres, its representatives or representatives of its customers, wherever undertaken, shall relieve Supplier of applicable requirements nor preclude subsequent rejection of goods or services by Geerpres or its customers.
11. **PAYMENT:** Except as otherwise provided in a Purchase Order, undisputed invoices are due and payable net 60 days from receipt. Disputed invoices will not become due and payable until such dispute has been resolved to the mutual satisfaction of the parties. Supplier agrees to notify Geerpres at least forty-eight (48) hours prior to the shipment of any C.O.D. order.
12. **WARRANTIES:** In addition to warranties implied by law, and except as otherwise provided in an applicable Purchase Order, Supplier warrants (i) that all goods supplied hereunder will be free from defects in material and workmanship and conform to and perform in accordance with all applicable requirements (including as specified in a Purchase Order), and the use or sale thereof by Geerpres or its customers will not infringe or misappropriate any patent, copyright, trademark, trade secret or other proprietary right; (ii) that all services supplied hereunder will be performed in a competent and workmanlike manner by qualified personnel and will conform to all applicable requirements at time of such performance; and (iii) that in its performance under any Purchase Order, Supplier will comply fully with all applicable federal, state and local laws and regulations.

13. **INDEMNIFICATION:** Supplier shall defend, indemnify and hold harmless Geerpres and its customers against any and all losses, claims, liabilities, costs and expenses (including but not limited to reasonable attorney fees) arising from any allegation (i) of injury to person(s) or damage to property resulting from goods or services provided by Supplier hereunder or the use thereof; (ii) of any defect in the goods or services provided by Supplier hereunder; (iii) of harm resulting from any act or omission of Supplier, its agents, employees or subcontractors; (iv) of infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right; or (v) of any other act which would constitute a breach of Supplier's warranties hereunder. In any suit or proceeding in which Supplier is obliged to indemnify Geerpres, in the event that Geerpres or its customers may be enjoined from using, in whole or part, any goods or services provided by Supplier, in addition to any other right or remedy Geerpres may have, Supplier, at Geerpres's option and Supplier's expense, shall promptly: (i) secure on behalf of Geerpres and its customers the right to use and sell such goods or services, or (ii) modify or replace said goods or services such that they continue to meet all applicable requirements for use thereof by Geerpres or its customers and are not subject to Injunction. Supplier will at Geerpres' request, acquire insurance appropriate to its indemnification liabilities hereunder and will make Geerpres a named insured.
14. **COMMITMENTS:** Unless otherwise authorized in writing by an officer of Geerpres, Supplier shall not make commitments for materials nor fabricate goods intended for Geerpres in advance of time necessary to permit timely delivery of such.
15. **CHANGES:** Any proposed changes to goods, services, manufacturing process, materials, packaging, delivery, specifications, drawings, or sub-contractor(s) employed by Supplier in connection with a Purchase Order must be approved in advance, in writing by Geerpres, or any change made by Supplier without Geerpres's approval may result in cancellation of the Purchase Order and/or rejection of the goods or services, at no cost to Geerpres. All Purchase Orders shall be subject to cancellation or modification by Geerpres, provided that, in the event of such a cancellation or modification, Geerpres shall be responsible only for the price of goods or services accepted, if any, plus the actual, documented reasonable costs incurred by Supplier to affect such modification or cancellation. Any increase in the price of the goods or services resulting from modification of a Purchase Order is subject to the prior written approval of Geerpres.

Failure to follow specifications and/or drawings provided by Geerpres to the Supplier without prior written consent by Geerpres may result in cancellation of the Purchase Order and/or rejection of the goods or services, at no cost to Geerpres. All costs incurred by Geerpres as a result of the Supplier's failure to follow specifications and/or drawings will be the sole responsibility of the Supplier, including, but not limited to, warranty, replacement, inspection, rework, testing, and freight costs. Reasonable punitive damages may be assessed by Geerpres to Supplier as compensation for overhead incurred as a result of corrective action for Supplier's failure to comply with specifications and terms as provided in drawings, or as outlined in Purchase Order.

16. **DEFAULT:** Geerpres reserves the right, by written notice, to cancel a Purchase Order without cost or liability (actual or consequential) in the event of (i) insolvency of Supplier, (ii) the filing of any petition in bankruptcy (voluntary or involuntary) seeking to have Supplier declared bankrupt, (iii) the appointment of a receiver or trustee for Supplier, or (iv) the execution by Supplier of an assignment for the benefit of creditors. If Supplier fails to perform or breaches any of the terms or conditions of a Purchase Order or these Term and Conditions, Supplier agrees that Geerpres may, immediately upon written notice to Supplier and without any cost or liability, (i) cancel any Purchase Order, in whole or in part, and/or (ii) obtain replacement goods or services from another source, and that Supplier will reimburse Geerpres for any and all additional cost resulting therefrom. Neither party shall be responsible for delays or defaults that are caused by acts of God, wars, riots or other extraordinary circumstances, but only to the extent that such party's timely performance is thereby rendered impossible, in which event Geerpres reserves the right to cancel any affected Purchase Order without cost or liability of any kind.
17. **SPECIAL TOOLS:** Unless otherwise specified, all drawings, designs, patterns, tools, dies, jigs, machinery and equipment ('collectively the "Equipment"') needed by Supplier for its performance under any Purchase Order shall be obtained by Supplier at its own expense and shall be the property of Supplier. Provided, however, that Geerpres will have an irrevocable and perpetual license to use such Equipment. Any drawings, designs, patterns, tools, dies, jigs, machinery, equipment or similar materials provided to Supplier by Geerpres, shall, upon Geerpres's request, be returned promptly to Geerpres or otherwise satisfactorily accounted for, and Supplier, at its expense, shall insure all such items for the reasonable value thereof against loss or damage of any kind.
18. **CONFIDENTIALITY:** All commercial, financial and technical information, know-how and experience which supplier may derive from Geerpres during the co-operation hereunder shall be confidential and proprietary information of Geerpres, and the Supplier shall at all times use all reasonable effort to prevent its disclosure to all third parties except affiliated companies on an as needed basis. This undertaking shall not apply to information which (i) is or becomes public knowledge otherwise than by unauthorized disclosure in breach of this Agreement, (ii) is obtained by Supplier from a third party who is not under any duty of confidentiality with respect thereto and did not obtain it by unauthorized disclosure, (iii) is independently known or developed by the supplier with any reference to such information or (iv) is required to be disclosed by laws or a listing agreement to which Supplier may be bound. The confidentiality obligations stated herein shall survive the termination of the purchase order and/or agreement for a period of three (3) years.
19. **ASSIGNMENT:** No Purchase Order, nor any right or obligation thereunder, may be assigned or transferred, in whole or in part, to any third party without the prior written consent of Geerpres. In all events, Supplier shall remain responsible for performance of every Purchase Order and all obligations thereunder.
20. **REMEDIES:** To the greatest extent permitted by applicable law, and notwithstanding anything to the contrary herein, Geerpres's rights and remedies hereunder and under every Purchase Order shall be cumulative and not exclusive.

21. **APPLICABLE LAW:** These Terms and Condition, every Purchase Order and every contact resulting from the acceptance thereof by Supplier shall be governed by and construed according to the laws of the State of Michigan, without regard to its choice of law provisions.
22. **ACCEPTANCE OF TERMS:** Supplier, by acceptance of a Purchase Order from Geerpres, hereby acknowledges receipt and acceptance of the Supplier Terms and Conditions as specified herein, and as available at [Geerpres.com/resources/Supplier Terms and Conditions](http://Geerpres.com/resources/Supplier%20Terms%20and%20Conditions), or by written copy available upon request.

None of the General Supplier Terms and Conditions herein may be added to, modified, superseded or otherwise altered except by a written instrument, signed by an officer of Geerpres.