1. Acceptance; Entire Agreement: This Purchase Order constitutes Buyer’s offer to purchase the Products, and Seller’s acknowledgment that it desires to sell the Products on the following terms and conditions as set forth in this Purchase Order. The terms and conditions of this Purchase Order shall supersede all prior negotiations, discussions, and dealings and shall constitute the entire agreement between Buyer and Seller. This Purchase Order constitutes Buyer’s offer to purchase the Products, and Seller’s acknowledgment that it desires to sell the Products on the following terms and conditions as set forth in this Purchase Order. The terms and conditions of this Purchase Order shall supersede all prior negotiations, discussions, and dealings and shall constitute the entire agreement between Buyer and Seller.

2. Delivery; Inspection; Rejected Products: Time is of the essence. If a delivery is not expected to be made on the expected ship date, Buyer reserves the right, without liability, in addition to its other rights and remedies, to cancel this Purchase Order by notice to Seller and arrange for completion and/or purchase of substitute items elsewhere and to charge Seller with any loss or additional costs incurred. For all shipments (domestic or international), Seller shall present the Products from its manufacturing facility to Buyer’s named place of delivery and title shall not pass and delivery shall not be deemed to occur until Buyer has received the Products at Buyer’s named place of delivery. All risk of loss during carriage/transportation shall be the responsibility of Seller and shall be considered as the time of delivery and receipt of the Products at Buyer’s named place of delivery in conformance with the terms and conditions of this Purchase Order. Buyer has no obligation to obtain insurance while the Product is in transit from Seller’s facility to Buyer’s named place of delivery. Seller will use Buyer’s preferred carrier for transporting the Products from Seller’s facility to Buyer’s named place of delivery. Domestic shipments will be freight prepaid and insurance included unless otherwise agreed to by Buyer’s corporate logistics department. For international shipments, Seller shall make the Products available for export fully cleared from customs and shall arrange for delivery of the Products to the consolidating hub or to Buyer’s specified carrier’s control point. Seller shall obtain all necessary export licenses and authorizations and shall assume responsibility for all fees and costs associated therewith and with getting the Products ready for loading, including but not limited to export customs clearance and associated documentation fees. Seller shall be responsible for the costs of checking operations, packaging and appropriate marking which are necessary for the purpose of delivering the Products and shall also be responsible for loading the Products at Seller’s dock. Seller shall provide, at Seller’s cost, the delivery order and/or usual transport document required for Buyer to take delivery of the Products. Seller shall give Buyer sufficient notice of the dispatch of the Products and any other notice necessary to take delivery of the Products. Buyer shall pay for the Products as provided in the terms and conditions of this Purchase Order. Buyer shall obtain all necessary import licenses and authorizations and shall assume responsibility for all fees and costs associated with import customs formalities, including but not limited to import clearance, duties and administrative costs. With the exception of fees and costs associated with (i) obtaining all necessary export licenses and authorizations, (ii) getting Products ready for loading, (iii) checking operations, packaging and appropriate marking of the Products and (iv) loading of Products at Seller’s dock, Buyer is responsible for all costs for carriage/transportation from Seller’s facility to Buyer’s named place of delivery. At Buyer’s request, Seller will prepay the carriage/transportation costs from Seller’s facility to Buyer’s named place of delivery and title shall pass upon the importation of tooling or equipment or production, sale, delivery or use of the Products to the extent such sales or dispositions are required or are not forbidden by law to be borne by Seller.

3. Discount; Taxes: Any cash discount normally provided by Seller to any buyer shall apply to the date of receipt of the Product at Buyer’s facility or receipt of payment in full by Buyer, whichever occurs last. If more than one payment is required to be made hereunder, Buyer may in its sole discretion, retain up to 10% of any or all installments until completion of the performance due hereunder, at which time the retained sums, less any sums deducted as a set-off or a penalty, will be paid to Seller. If the terms granted herein contain any discount, the time for earning any such discount shall be computed from the later of the scheduled delivery date or the date an acceptable invoice is received. Payment is deemed made for purposes of earning the discount on the date of mailing of Buyer’s check. Buyer reserves the right at all times to set-off and apply against amounts owed by Seller to Buyer any amounts owed by Buyer to Seller. A full and complete payment of all sums payable upon the importation of tooling or equipment or production, sale, delivery or use of the Products to the extent such sales or dispositions are required or are not forbidden by law to be borne by Seller.

4. Terms of Payment; Set-Off: Terms of payment shall be net the 5th day of the third month from the invoice date. The date of receipt of the Products at Buyer’s facility or receipt of payment in full by Buyer, whichever occurs last. If more than one payment is required to be made hereunder, Buyer may in its sole discretion, retain up to 10% of any or all installments until completion of the performance due hereunder, at which time the retained sums, less any sums deducted as a set-off or a penalty, will be paid to Seller. If the terms granted herein contain any discount, the time for earning any such discount shall be computed from the later of the scheduled delivery date or the date an acceptable invoice is received. Payment is deemed made for purposes of earning the discount on the date of mailing of Buyer’s check. Buyer reserves the right at all times to set-off and apply against amounts owed by Seller to Buyer any amounts owed by Buyer to Seller. A full and complete payment of all sums payable upon the importation of tooling or equipment or production, sale, delivery or use of the Products to the extent such sales or dispositions are required or are not forbidden by law to be borne by Seller.

5. Warranty: Seller warrants that, for a period of two (2) years from the date a Product is delivered to Buyer, such Product will be free from any defects in design, material and workmanship, such Product will be in conformity with any applicable drawings and specifications, trademarks, trade dress, copyrights, trade secrets or other intellectual property that constitute approval or acceptance of goods or services by Buyer, Buyer’s right of inspection will survive payment. Buyer reserves the right to return, at Seller’s expense, any defective or nonconforming Products or shipments received contrary to this Purchase Order. If requested by Buyer, Seller will provide Buyer’s operations personnel with the information required to determine whether such nonconforming Products or shipments received contrary to this Purchase Order. Seller will replace, at Seller’s expense, the defective or nonconforming Products within ten (10) days after notice by Buyer to Seller. All costs in connection with or as a result of such defective or nonconforming Products, including, without limitation, cost to transport the Products from Buyer to Seller and return shipment to Buyer, will be borne by Seller. Seller shall arrange for delivery of the corrected or replaced Products to Buyer. If Seller fails to repair or replace the Product within the time periods set forth herein, Buyer may repair or replace the defective or nonconforming products at Seller’s expense. Rejected or nonconforming Products will not be deemed delivered on time unless corrected or replaced Products are delivered within the on-time period applicable to this Purchase Order.

6. Compliance with Applicable Laws: Seller represents, warrants and covenants that all of the Products, merchandise, and materials delivered and/or services rendered hereunder will be and have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof, and that Seller, Buyer’s business and all property used therein and do and shall comply with all applicable laws, rules, regulations, orders, treaties and other requirements of federal, state and local governments and agencies thereof; including, without limitation, all provisions of the U.S. Fair Labor Standards Act of 1938, Executive Order 11246, as amended, including Subparagraphs 1 through 7 of Section 202, the applicable provisions of 41 C.F.R. Chapter 60, including, without limitation, the Affirmative Action clauses of the Rehabilitation Act of 1973 at 29 C.F.R. Section 674.4 and the Vietnam Era Veterans Readjustment Act of 1974, at 41 C.F.R. Section 205.4, as amended, the texts of which are hereby incorporated by reference. If any of the Products are purchased for incorporation into products sold under a government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this Purchase Order. All rating or certification requirements specified in such government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this Purchase Order. All rating or certification requirements specified in such government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this Purchase Order. All rating or certification requirements specified in such government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this Purchase Order. All rating or certification requirements specified in such government contract or subcontract, the terms required to be inserted by that contract or subcontract shall be deemed to apply to this Purchase Order.

7. Intellectual Property: Seller warrants that the Products and the sale and use of them will not infringe any United States or foreign patents, trademarks, tradedress, copyrights, trade secrets or any other form of intellectual property, and Seller acknowledges that Buyer’s patents, trademarks, tradedress, copyrights, trade secrets or other intellectual property that Buyer provides to Seller are Buyer’s exclusive property and Seller disclaims all rights in same. Where performance is made for experimental, developmental, or research work, as such, to be performed in accordance with special requirements of Buyer, Seller agrees to disclose and on request to assign to Buyer each invention, property right or other intellectual property that results therefrom or other form of intellectual property and Seller shall disclaim all rights in same. All drawings, art work, special products, materials, information or data furnished by Buyer and all intellectual property resulting from this Purchase Order (as referenced in the sentence immediately above) (“Buyer’s Information”) shall be the property of Buyer and Buyer shall be deemed Buyer’s Proprietary Information as defined in Section 13 below, and shall be kept confidential, pursuant to the terms of Section 13 below, and shall be returned promptly at Buyer’s request. Buyer will market, distribute and/or sell the Products under its own trademark or trade name. Upon the request of the Parties made in writing identifying a copyright or any copyrighted works or other intellectual property, to the extent that Seller has incorporated such property in or used such property in the manufacture of the Products supplied by Seller to Buyer.

8. Indemnity: Seller will indemnify and hold harmless Buyer and its successors and assigns against any and all suits, losses, damages, liabilities, costs and expenses (including reasonable attorneys’ fees and other costs of defending any action ("Losses") which such parties may suffer resulting from (w) any breach of Seller’s warranty of title or of the right to use, or (x) any breach of any representations or warranties of Buyer, or (y) any loss, damage, cost or expense arising directly or indirectly out of any breach of representations or warranties or omissions by Seller, or any negligent act or omission by or on behalf of Seller pursuant to this Purchase Order for which reimbursement is sought is made and the time and manner of delivery thereof must comply precisely with the terms of this Purchase Order.

9. Material Change: No material change shall be made in the terms and conditions of this Purchase Order. Terms and Conditions to Purchase Order

10. Terms and Conditions to Purchase Order

Backer EHP

Terms and Conditions to Purchase Order

Backer
in connection with the design, development, manufacture, distribution, sale, use, or repair of the Products, whether the claim be based upon a theory of breach of contract or warranty, negligence, strict liability, other tort, infringement, misappropriation or any other legal theory, except to the extent caused by Buyer, or the extent of Buyer's liabilities, or the extent of any demand under any environmental, health or safety, other laws, rules, regulations or requirements, in connection with the manufacture, distribution, transportation, storage, use or disposal of the Products or of raw materials by Seller. If Seller's performance requires Seller, its employees, agents or representatives to perform services or labor in the plants or on the premises of Buyer, customer's, distributors, contractors, subcontractors, third parties or other relations, Seller shall indemnify and hold harmless Buyer against and from any and all claims, suits, losses, claims, damages, liabilities, costs and expenses for injury or damage to person or property arising out of such performance, except to the extent caused by Seller. Buyer agrees that it will, when requested and given reasonable notice of the pendency of any such suits, claims or demands, endeavor to defend at their discretion, Seller, its representatives, successors and assigns against any such suits, claims or demands. Additionally, Seller expressly and specifically waives all immunity that may be afforded Seller under the workers' compensation laws of any state or jurisdiction.

9. Insurance: Seller agrees to carry insurance covering product liability and general liability in amounts of not less than $5,000,000.00 per occurrence. All such policies shall provide for at least thirty (30) days prior written notice of any change in the terms or conditions of coverage and name Buyer as an additional named insured. At Buyer's request, Seller will provide Buyer with a certificate or certificates of insurance evidencing such coverage. In the event Seller ceases to carry adequate insurance that names or includes as additional insured, Buyer may immediately cancel this Purchase Order by giving written notice of Buyer's election to cancel.

10. Force Majeure: Buyer and Seller shall not be liable for any delay or failure of performance due solely to strikes, lockouts or other labor disputes, fires, acts of God or other causes beyond the affected party's reasonable control; provided, the affected party shall have given written notice to the non-affected party within five days after the commencement thereof and shall have used the affected party's best efforts to make or accept deliveries, as the case may be, as expeditiously as possible. If Buyer believes that the delay or anticipated delay in Seller's deliveries may impair Buyer's ability to meet its production or delivery schedules or may otherwise interfere with Buyer's operations and such delay may last for a period of time in excess of fifteen (15) days, Buyer may immediately terminate this Purchase Order.

11. Cancellation, Termination and Suspension: Buyer reserves the right to cancel all or any part of the undelivered portion of this Purchase Order or to exercise any right hereunder in the event of: (a) non-performance by Seller, whether the non-performance be due to the bankruptcy, dissolution, liquidation or other similar occurrence; (b) Seller's failure to make or accept or delay delivery; (c) Buyer electing not to accept delivery; and (d) any other act of Seller's failure to perform which is due and payable and which failure is not remedied within 60 days following written notice. Buyer will not be responsible for any specific cancellation fees or charges. Notwithstanding anything to the contrary in this Purchase Order, upon termination, cancellation or expiration of this Purchase Order, Buyer shall immediately cease use of any of Buyer's intellectual property, trade secrets and formulae and shall have no further right to use the same. If this Purchase Order is cancelled due to an event caused by Seller or resulting from Seller's acts or omissions, Buyer may complete Seller's performance by such reasonable means as Buyer determines, and Seller shall be responsible for, and shall indemnify Buyer against any damages and reasonable costs, including, without limitation, attorneys' fees, incurred by Buyer as a result thereof.

12. Survival: The terms of Sections 3, 5, 6, 7, 8, 11, 13, 16, 18 and 20 of this Exhibit shall survive the termination, cancellation or expiration of this Purchase Order.

13. Proprietary Information: Seller agrees that Seller will keep confidential all information disclosed to Seller by Buyer or any of Buyer's affiliates in connection with this Purchase Order (“Proprietary Information”) and will disclose Proprietary Information only to those of its employees as will be directed by Buyer in connection with this Purchase Order. Seller agrees that it will not disclose Proprietary Information to any other party or entity without the express, written consent of Buyer. Seller agrees that it will protect the confidentiality of Proprietary Information with the same degree of care with which it protects its own proprietary information, and will not disclose or return or otherwise dispose of (or in a manner that will duplicate) Proprietary Information to Buyer immediately upon request. The parties agree that Proprietary Information shall be considered commercial secrets qualified for protection under applicable law. Notwithstanding the foregoing, Seller may disclose Proprietary Information to its agents or subcontractors if and only if: (i) such parties agree in writing that they will protect Proprietary Information from disclosure to any other party or entity or any person or entity without the express, written consent of Buyer; and (ii) all information is transferred to the same extent required by law, provided Seller shall immediately notify Buyer of any such requirement and the terms thereof prior to such disclosure so that Buyer may seek an appropriate protective agreement or order prior to the disclosure. The foregoing obligations will survive termination of this Purchase Order and will remain binding on Seller, its respective affiliates, successors and assigns forever.

17. Supply Chain Security: Seller warrants that it has reviewed its supply chain security procedures and that these procedures and their implementation are in accordance with the criteria set forth by the Customs-Trade Partnership Against Terrorism (“C-TPAT”) program of the U.S. Bureau of Customs and Border Protection. Specifically, Seller warrants that it is applying C-TPAT prescribed inspectional methods prior to loading of the transport conveyance; is certified to C-TPAT, or has a recognized equivalent program, and that it will, when requested, provide Buyer with a certificate or certificates of certification required by C-TPAT or other similar programs. Seller will keep confidential all information, but with no less than reasonable care, and will return all copies (in any medium whether tangible or intangible) of Proprietary Information with the same degree of care with which it protects its own proprietary information, and will not disclose any such information, except to the extent required by law. Seller agrees that it will, when requested and given reasonable notice of the pendency of any such suits, claims or demands, endeavor to defend at their discretion, Seller, its representatives, successors and assigns against any such suits, claims or demands. Additionally, Seller expressly and specifically waives all immunity that may be afforded Seller under the workers' compensation laws of any state or jurisdiction.

18. Choice of Law; Venue: Miscellaneous: This Purchase Order agreement and the legal relations between the parties shall be construed and determined in accordance with the laws of the state of Delaware without regard to conflict of law principles. The parties hereby expressly agree that any dispute, controversy or claim arising out of or relating to this Purchase Order shall be brought in a state or federal court of competent jurisdiction sitting in the city of Chicago, state of Illinois, United States of America. Each party hereby expressly and irrevocably consents and submits to the personal jurisdiction of such courts over such actions or proceedings, and irrevocably and unconditionally waives any claim or defense of venue for such actions and proceedings. Seller hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof. Nothing contained in this Purchase Order will be construed to create a partnership or joint venture among the parties. Seller will not be deemed to have subconsigned its obligations hereunder if Seller has assigned any of its rights or obligations under this Purchase Order, or has consented to the prior written consent of Buyer. The paragraph headings herein are for convenience only and form no part of this Purchase Order. If any part of this Purchase Order shall be held to be illegal, void or unenforceable, the remaining portions shall remain in full force and effect. Any and all present or future laws or regulations concerning international trade, export, import, or re-export, and in addition to, and in lieu of, Buyer's rights and remedies granted at law and equity, all of which rights and remedies are fully reserved to Buyer. The failure of Buyer to insist in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Purchase Order, or to exercise any right hereunder shall not be construed as a waiver or relinquishment of any of the other terms and conditions of this Purchase Order nor the right to
enforce the future performance of any term, covenant or condition or the future exercise of any other rights herein.

19. IMMEX: If Seller is delivering products into Mexico, Seller is and remains solely responsible for full compliance with IMMEX program regulations as well as all applicable sections of the Foreign Trade General Rules (Reglas de carácter General en Materia de Comercio Exterior).

20. Customs Ocean Cargo Security Requirements Compliance: Seller agrees to provide any necessary assistance so that any ocean vessel shipment of Products arrives in the U.S. in compliance with the U.S. Customs and Border Protection (“CBP”) cargo security filing requirements for maritime carriers (“10+2 Requirements”), as amended from time to time by CBP. Specifically, Seller shall (i) furnish the Importer Security Filings (“ISF”) agent appointed by Buyer or Seller, as the case may be, any required information to enable such ISF agent to make timely, accurate, and complete ISF with the CBP; and (ii) ensure that the carrier operating the ocean vessel (the “Carrier”) (a) transmit to CBP in an approved electronic format a stow plan for the vessel meeting current CBP requirements such that it is received no later than 48 hours after the vessel’s departure from its last foreign port or, for voyages of less than 48 hours, prior to the vessel’s arrival at its first U.S. port and (b) submit electronically to CBP a container status message with respect to certain events relating to cargo destined for the U.S. by vessel, as defined by current CBP regulations. Seller agrees to ensure that the Carrier shall defend, indemnify, hold harmless and reimburse Buyer from and against all fines, penalties and damages sustained by Buyer as a result of CBP’s seizure of the Products or a refusal by CBP to permit customs clearance of the Products because of the Carrier’s non-compliance.