

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

These General Terms and Conditions for the Sale of Goods (“Terms”) are part of each purchase order issued to Superior Foods Company any of its affiliates, whether currently an affiliate or subsequently becoming an affiliate (collectively, “Superior Foods”) and are found on Superior Foods’ website at www.superiorfoods.co/sale_terms.

1. Definitions. The term “Agreement” means these Terms, together with all documents specifically referenced herein and any written purchase order, contract or agreement which attaches, incorporates or otherwise references these Terms.

(a) These Terms are the only terms which govern the sale of the goods (“Goods”) by Superior Foods (“Seller”). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(b) These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

2. Delivery.

(a) The goods will be delivered within a reasonable time after the receipt of Buyer’s purchase order, subject to availability of finished Goods. Seller shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, all Goods shall be delivered FOB Seller’s facility (the “Delivery Point”) using Seller’s standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods upon receipt of the Goods. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(c) Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.

3. Non-Delivery.

(a) The quantity of any installment of Goods as recorded by Seller on dispatch from Seller’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.

(b) The Seller shall not be liable for any non-delivery of Goods (even if caused by Seller’s negligence) unless Buyer gives written notice to Seller of the non-delivery on the same day of the date when the Goods would in the ordinary course of events have been received.

(c) Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

4. Quantity. If Seller delivers to Buyer a quantity of Goods of up to 10% more or less than the quantity set forth in the Sales Confirmation, Buyer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Sales Confirmation adjusted pro rata.

5. Shipping Terms. Delivery shall be made FOB Seller’s facility. Seller shall make delivery in accordance with the terms on the face of the Sales Confirmation.

6. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, 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 provision constitutes a purchase money security interest under the Michigan Uniform Commercial Code.

7. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

8. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods at the time of delivery at the Delivery Point (“Inspection Period”). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods immediately following the Inspection Period and furnishes such written evidence or other documentation as required by Seller. “Nonconforming Goods” means only the following: (i) product shipped is different than identified in Buyer’s purchase order; or (ii) product’s label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Seller’s facility located at 4243 Broadmoor Ave SE, Grand Rapids, MI 49512. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer’s shipment of Nonconforming Goods, ship to Buyer, at Buyer’s expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in [Section 8\(b\)](#) are Buyer’s exclusive remedies for the delivery of Nonconforming Goods. Except as provided under [Section 8\(b\)](#), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Seller.

9. Price. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer and subject to the terms set forth in Section 21, Force Majeure, of these Terms. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller’s income, revenues, gross receipts, personnel or real or personal property or other assets.

10. Payment Terms.

(a) Buyer shall pay all invoiced amounts due to Seller within seven (7) days from the date of Seller’s invoice. Buyer shall make all payments hereunder by wire transfer/check/ACH and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys’ fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for fourteen (14) days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller’s breach, bankruptcy or otherwise.

11. Limited Warranty.

(a) Seller warrants to Buyer that the Goods will materially conform to the specifications set forth in Exhibit A/Seller’s published specifications in effect as of the date of manufacture/shipment under the corresponding individual transaction and will be free from material defects in material and workmanship.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(A), SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; OR (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR

(c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in [Section 11\(a\)](#). For the avoidance of doubt, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, 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; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The Seller shall not be liable for a breach of the warranty set forth in [Section 11\(a\)](#) unless: (i) Buyer gives written notice of the defect, reasonably described, to Seller at the time Buyer discovers or ought to have discovered the defect; (ii) Seller is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to Seller's place of business at Seller's cost for the examination to take place there; and (iii) Seller reasonably verifies Buyer's claim that the Goods are defective.

(e) The Seller shall not be liable for a breach of the warranty set forth in [Section 11\(a\)](#) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Seller.

(f) Subject to Section 11(d) and Section 11(e) above, with respect to Seller's limited warranty, Seller shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Seller so requests, Buyer shall, at Seller's expense, return such Goods to Seller.

(g) THE REMEDIES SET FORTH IN SECTION 11(F) SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(A).

12. Limitation of Liability.

(a) IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO TIMES THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.

13. Insurance. Buyer shall maintain in effect, at Buyer's expense, the following minimum insurance coverages:

Commercial General Liability. Buyer shall maintain in effect, at Buyer's expense, commercial general liability insurance coverage with a limit of \$5,000,000 per occurrence and aggregate that will protect Seller and Buyer from any and all claims and liabilities for property damage, personal injury, death or economic damage, to any person, that arises from the Seller's Goods, their use or consumption or the performance of the services or any activities connected with the Goods or services. The following limits must be

maintained by Buyer:

Recall Insurance. Buyer shall maintain in effect, at Buyer's expense, recall liability coverage with a limit of \$2,000,000.

Worker's Compensation and Employers Liability. Buyer shall maintain in effect, at Buyer's expense, workers' compensation and employers liability insurance coverage.

Auto Liability. Buyer shall maintain in effect, at Buyer's expense, auto liability coverage with a limit of \$1,000,000.

The above limits may be achieved by a combination of primary coverage and umbrella coverage. All insurance that this Section requires shall be of the types and in amounts, and shall contain endorsements, and shall be issued by insurers having an A.M. Best financial rating of "A" or better. Carriers with a rating less than "A" must be approved by Seller. Buyer shall cause Seller to be named as additional insureds under any or all of the policies evidencing the insurance. Buyer shall furnish to Seller certificates of insurance evidencing any required insurance (a) as part of any initial quote or bid to sell Goods or services to Buyer, (b) prior to commencement of any work by Seller for Buyer or at Buyer's premises, and (c) annually thereafter upon renewal of the insurance coverage.

Except where prohibited by law, Buyer shall require its insurer to waive all rights of subrogation against Seller's insurers and Seller.

14. Unsafe or Unfit Goods. If a governmental agency declares that any of the Goods or any ingredient of, or any material included in, any of the Goods or any packaging or supplies used in connection with the Goods, or if Seller at any time believes in good faith that any of the Goods or any such ingredient, material, packaging or supplies, (a) is or may be adulterated or misbranded (including, without limitation, situations in which the governmental agency determines there is "reason to believe" that there may be adulteration or misbranding) within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended, or any other applicable federal, state, local or foreign law, rule or regulation, (b) fails or may fail to conform to an applicable standard or regulation issued under the Flammable Fabrics Act, as amended, (c) is or may be a misbranded hazardous substance or a banned hazardous substance within the meaning of the Federal Hazardous Substances Act, as amended, (d) does not or may not conform with an applicable consumer product safety standard, or has been declared a banned hazardous product, under the Consumer Product Safety Act, as amended, (e) has a reasonable probability of causing serious adverse health consequences or death to humans or animals, within the meaning of the FSMA and/or Bioterrorism Act, or (f) is or may be otherwise unsafe or unfit for the intended use of the Goods, or, if Seller receives any correspondence or other information that would reasonably lead Seller to conclude that any of the declarations set forth as items (a) – (f) above are substantially likely to be forthcoming, then, without limiting other rights and remedies that are available to Seller under these Terms or applicable law, (i) Seller or Buyer, as the case may be, shall give the other party written notice of any such declaration or potential declaration, as applicable, and shall furnish to such party copies of the declaration and of all relevant notices, documents and correspondence, (ii) if a declaration has been issued, Seller shall stop including the ingredient or material in the Goods, (iii) Seller shall have the right (A) with the consent of Buyer (which shall not be unreasonably withheld, conditioned, or delayed), to recall (i.e. purchase or repurchase) any or all of the Goods, and any products made with or produced by the Goods, from its customers and end-users and any others having possession of the Goods, and Buyer shall reimburse Seller for all reasonable costs that Buyer incurs in doing so and shall assist Seller and any applicable governmental agency in all reasonable respects in the recall, to the extent that Seller requires Buyer to do so; and (B) to have Buyer return to Seller, at Buyer's expense, all such Goods, packaging or supplies that Seller shall have previously delivered to Buyer, (iv) to the extent that Seller requests, Buyer shall reasonably assist Seller in any or all aspects of a recall, including, without limitation, developing a recall strategy and preparing and furnishing reports, records and other information; and (vii) Seller shall have the right to cancel Orders for Goods that are (1) subject to a recall, (2) produced at a facility that has received an unacceptable plant audit report, or (3) produced at a facility whose FDA registration has been, or is reasonably expected to be, suspended. Seller's right to cancel set forth in the immediately preceding sentence extends to all goods affected by the applicable event and to unrelated Goods that come from the same facility.

15. Private Label Responsibilities (Ingredients and Packaging).

(a) All Products sold by Seller comply with the U.S. Food and Drug Administration requirements including

adherence to all GMP (Good Manufacturing Practices) standards. Seller shall make its best effort to ensure that all products developed by Seller will be safe for use under the Federal Food, Drug and Cosmetic Act of 1997 as of the date of manufacture.

(b) Unless otherwise agreed, Seller shall provide all selected packaging components and materials, including but not limited to caps, lids, jars, bottles, seals, leak prevention measures, etc. (collectively called the "Components"). Buyer is solely responsible for verifying that the quality and delivery of all Components used by Seller for the private label products meet the Buyer's standards and are appropriate for the product(s) selected by the Buyer. All additional steps including, but not limited to: master packing, tamper evident seals, shrink wrap, blister packing, safety discs, lot coding, extra capping, etc., will incur additional fees.

(c) If the Buyer is providing any ingredients to Seller for use in any formulation whether stock or custom, Buyer shall make available the current MSDS and Certificate of Analysis (COA) for each provided ingredient. Buyer also accepts all financial and other responsibility for any negative effects and outcome when formulations are manufactured using the ingredients stipulated by Buyer.

(d) LABELING is available for an additional fee and unless specifically agreed otherwise, in the event that Buyer requests Seller to affix labels, information and instruction notices or panels to containers and packaging for the Products, Buyer shall be completely and solely responsible for all content, including but not limited to health, storage, safety, and use instructions and claims. Labels may be hand applied and may vary in application quality and acceptance is non-negotiable and assumed accepted as is. Buyers providing their own labels must submit labels for preapproval and agrees to deliver at least 10% overage of all labels and packaging collectively known as Components prior to the start of Seller services for any particular order.

- i. Any delay in the Buyer provided components will result in a project delay and could incur additional storage fees for any previously delivered components.
- ii. The application of clear label stock is subject to an additional application 10% fee.
- iii. The application of front and back labels or labels of different stock will incur an additional 10% application fee.
- iv. Slight label tilting and height variances are normal for hand application and will not be redone, refunded or credited.
- v. Seller is not responsible for any quality issues that relate to labels and their application, and Buyer should allow for a 10% loss on labels.
- vi. Buyer labels must comply with FDA and Seller required specifications. According to the Code of Federal Regulations (CFR), 21 CFR 101.5, "(a) The label of a food in packaged form shall specify conspicuously the name and place of business of the manufacturer, packer, or distributor. (b) The requirement for declaration of the name of the manufacturer, packer, or distributor shall be deemed to be satisfied, in the case of a corporation, only by the actual corporate name, which may be preceded or followed by the name of the particular division of the corporation. In the case of an individual, partnership, or association, the name under which the business is conducted shall be used. (c) Where the food is not manufactured by the person whose name appears on the label, the name shall be qualified by a phrase that reveals the connection such person has with such food; such as 'Manufactured for -----', 'Distributed by -----', or any other wording that expresses the facts."

(e) Time Estimates are provided by Seller as a courtesy to Buyers and Seller reserves the right to modify time estimates due to prevailing circumstances.

(f) TESTING. Unless otherwise specifically agreed in writing, Buyer is solely responsible for testing of any product(s). With regard to product(s), mixing and combination of ingredients provided or stipulated by

Buyer, Seller does not conduct any testing (including, for example, efficacy, stability and consistency) without specific authorization and payment by Buyer. Furthermore, the only products represented as “safe for use” are Seller products (original stock bases). Despite the above, Seller offers a wide range of testing services upon request and advance payment by Buyer.

16. Intellectual Property. The Parties agree that Seller is the exclusive owner of trademarks (including designs and logos), trade secrets, copyrights, specifications, recipes, formulas and other intellectual property rights relating to Seller, the Goods and custom recipe(s)/formulation(s), with the exception of any private label rights granted to Buyer under this Agreement. In addition, Buyer acknowledges and agrees that the composition and formulation of the Product(s) including the recipes and all methods and instructions for their formulation, processing and production and all intellectual property, processes, know-how, trade secrets and other proprietary information therein (“Seller Intellectual Property”) are the sole and exclusive property of Seller, with the exception of any private label rights granted to Buyer under this Agreement and excluding any pre-existing rights of the Buyer that the Buyer provided to Seller. Buyer shall not use Seller Intellectual Property for any other purpose than to perform the terms of this Agreement. In the event that Buyer wishes to purchase a custom formulation, such purchase shall be pursuant to a separate agreement and purchase terms and conditions. Buyer agrees to refrain from any action or to allow any action to be taken to damage Seller interests and Intellectual Property rights in any jurisdiction where Buyer does business. Therefore, Buyer agrees, neither to register nor to assist in registering, any Seller Intellectual Property rights or other rights (including Seller’s Private Label system, patents, copyrights, trade secrets, trademarks, trade names or symbols) of Seller or other marks or rights which may be confusingly similar to Seller anywhere worldwide. Unless specifically granted by Seller, Buyer disclaims any right to use or claim ownership of Seller Intellectual Property.

17. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

18. Termination. In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for thirty (30) days after Buyer’s receipt of written notice of nonpayment; (ii) upon reaching a minimum quantity of Goods sold to the Buyer threshold; (iii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iv) 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. Seller may also terminate this Agreement with immediate effect upon written notice to Buyer in the event of a Force Majeure as defined in Section 21 of these Terms.

19. 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.

20. 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 Buyer, 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, 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, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

21. Force Majeure. The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Seller including, without limitation, acts of God, hurricane, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest,

national or state emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of ninety (90) days, Buyer shall be entitled to give notice in writing to Seller to terminate this Agreement. IN THE EVENT OF A FORCE MAJEURE, SELLER MAY TERMINATE THIS AGREEMENT WITH IMMEDIATE EFFECT UPON WRITTEN NOTICE TO THE BUYER. SELLER RESERVES THE RIGHT TO ADJUST THE AGREED UPON PRICE WHEN THE COST OF GOODS TO SELLER ARE AFFECTED BY A FORCE MAJEURE. SELLER WILL PROVIDE WRITTEN NOTICE OF THE PRICE ADJUSTMENT FIVE (5) BUSINESS DAYS BEFORE IMPLEMENTING SUCH PRICE ADJUSTMENT.

22. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

23. 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.

24. No Third-Party Beneficiaries. The Order 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 legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

25. Governing Law. All matters arising out of or relating to the Order shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Michigan.

26. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to the Order shall be instituted in the federal courts of the United States of America or the courts of the State of Michigan in each case located in the City of Grand Rapids and County of Kent, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

27. Waiver of Jury Trial. Buyer irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this Agreement or the transactions relating to its subject matter.

28. Cumulative Remedies. The rights and remedies under the Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

29. Attorney Fees. If Seller brings an action to enforce its rights under this Agreement, the Seller may recover its expenses (including reasonable attorneys' fees) incurred in connection with the action and any appeal.

30. Notices. All notices, request, 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 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), certified or registered mail (in each case, return receipt requested, postage prepaid), or by email with confirmation of delivery. Except as otherwise provided in the Order, 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. Severability. If any term or provision of the Order is invalid, illegal or unenforceable in any 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.

32. Survival. Provisions of the Order which by their nature should apply beyond their terms will remain in force after any termination or expiration of the Order including, but not limited to, the following provisions: Setoff,

Warranties, General Indemnification, Intellectual Property, Indemnification, Insurance, Compliance with Laws, Confidentiality, Governing Law, Submission to Jurisdiction, and Survival.

[END]