

## Robertson Inc. Conditions of Purchase

1. Entire Agreement Acceptance. This Purchase Order, including these Conditions of Purchase (collectively "Order") is an offer by Robertson Inc. ("Buyer") and supersedes all other agreements, oral or written, and all other communications between Buyer and the person or entity to whom this Order is addressed ("Seller") suggesting additional or different terms, and represents the final and complete understanding of the parties. This Order expressly limits acceptance to these terms, and any proposal for the addition of different terms or any attempt by Seller to vary in any way any of the terms hereof is hereby deemed material and objected to and rejected. No terms of any document or forms submitted by Seller shall be effective to alter or add to the terms and conditions contained in this Order. Unless otherwise stated herein, Seller's acknowledgement of this Order or commencement of any work or performance of any services hereunder shall constitute acceptance by Seller of this Order and all of its terms and conditions.
2. Prices. (a) All prices are firm and include all costs and expenses; and (b) payment terms are net 45 days from the later of the date of the receipt of a complete invoice or Buyer's acceptance of the goods ("Goods") or provision of services ("Services"). No invoices may be rendered by Seller until after the Goods have been shipped or the Services rendered. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer. Seller is not entitled to suspend deliveries of the Goods or performance of the Services as a result of any sums being outstanding.
3. Favored Nations. If, during its performance hereunder, Seller sells to any other customer goods or services of the same or similar type and quantity purchased hereunder on more favorable terms or conditions, including price, Seller shall advise Buyer, and Buyer shall have the right, at its option, to have such more favorable terms or conditions applied to this Order effective [from the first purchase of Goods or acceptance of Services] or [from the next order of Goods or Services].
4. Delivery. Time is of the essence with respect to this Order. If the delivery of Goods or providing of Services purchased hereunder is not completed within \_\_\_\_ days of the specified time, Buyer may, in addition to any other rights or remedies it may have, terminate this Order, without liability, as to Goods not yet shipped or Services not yet provided and purchase substitute goods or services and charge Seller for any additional costs incurred thereby. If, in order to comply with the delivery date specified on the front hereof, Seller must ship by a more expensive way than specified herein, Seller shall pay any increased costs. If type of carrier is not specified, route by lowest cost transportation.
5. Warranties. Seller represents and warrants that the Goods or Services purchased hereunder will be (a) in full conformity with applicable law and the specifications, drawings, descriptions and/or samples furnished or specified by Buyer, (b) that all Goods are free from defects in material, workmanship and design and that all Services will be performed in a timely, competent and workmanlike manner, and (c) that all Goods are of good merchantable quality and fit and sufficient for the purposes intended, (d) free and clear of all liens, priorities, prior claims, moveable hypotecs, security interests or other encumbrances, and (e) free of claims of infringement or misappropriation of any third party's intellectual property rights. All warranties shall survive any inspection, testing, delivery, acceptance or payment or failure to inspect, test or

discover any defect or other nonconformance, and such actions or omissions shall not relieve Seller of any of its obligations under the Order or impair any rights or remedies of Buyer. NO ATTEMPT BY SELLER TO DISCLAIM, EXCLUDE, LIMIT, OR MODIFY ANY WARRANTIES (WHETHER PROVIDED HEREIN OR IMPLIED BY LAW) OR SELLER'S LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SHALL BE OF ANY FORCE OR EFFECT.

With respect to Goods or Services that are resold or otherwise transferred to a third party by Buyer, such third party shall have the full benefit of all warranties and indemnities from Seller and its suppliers, whether hereunder or otherwise, and Seller agrees to execute any assignments of such warranties and indemnities to such third parties.

6. Recall. In the event that Buyer determines, in Buyer's sole discretion, that any defect, nonconformance or deficiency in any of the Goods requires a field campaign, recall or similar action ("Recall"), or to comply with applicable federal or provincial laws regarding product safety, or to repair, replace or remediate any Goods or any of Buyer's products in which Goods are incorporated, Seller shall be liable to Buyer and its customers for all costs and expenses arising from or related to such Recall including, without limitation, legal fees and litigation costs.

7. Inspections. All Goods are subject to inspection by an authorized representative of Buyer at all times and places, including during production. No Goods or Services shall be considered accepted prior to inspection by Buyer at Buyer's place of business. Buyer reserves the right to reject or to revoke acceptance of Goods that fail to meet any requirement of this Order, notwithstanding any payment or any prior inspection or test.
8. Title and Risk. Title to Goods shall pass to Buyer upon delivery, or if earlier, upon payment to Seller of 51% of the price for the Goods. Risk in compliant Goods delivered in accordance with this Order shall pass to the Buyer on delivery. Goods belonging to or provided by Buyer which are in Seller's custody for any purposes shall be clearly marked and recorded by Seller as belonging to the Buyer and shall be at the Seller's risk. Where Buyer rejects any Goods in accordance with this Order, such Goods shall be deemed to have remained the property and risk of Seller at all times.
9. Rejection and Remedy of Defects. Rejected Goods shall be collected by Seller promptly at its sole cost, if Buyer so elects. Upon rejection of any Goods or Services, Buyer shall have the right to require Seller to repair or replace them within such time as may be stipulated by Buyer or terminate this Order without prejudice to its other rights and remedies. If Seller fails to remedy any defect as above provided, Seller shall return any money paid by Buyer in respect of the defective items and Buyer shall be entitled to terminate this Order without prejudice to its other rights and remedies.
10. Indemnification. Seller shall indemnify, hold harmless and defend Buyer, its parents, subsidiaries, and affiliate companies and their respective successors and assigns, against all lawsuits, damages, losses, expenses, claims, liabilities, judgments, fines, settlements or penalties, including all legal fees and litigation costs, whether direct or indirect, incidental, consequential, or otherwise (collectively, "Claims and Losses") for: (i) claims for personal injury (including death), property loss or damage, or other loss, injury, incident or damage arising out of, relating to, or connected with the use, possession, consumption, manufacture, fabrication, or sale, of the Goods or Services sold or provided by Seller to Buyer, (ii) claims arising from, relating to, or connected with Seller's negligence, acts, willful misconduct or omissions or failure to comply with all the terms of this Order or any other agreement between Buyer and Seller, (iii) any Recall of the Goods, and (iv) claims that the use or possession of the Goods actually or allegedly infringes or misappropriates any intellectual property right of any

third party. Seller further agrees to indemnify, hold harmless and defend Buyer, its parents, subsidiaries and affiliate companies and their respective successors and assigns, and each of its customers, against all Claims and Losses, arising from, relating to, or connected with Seller's breach of any of the warranties expressed herein or any warranties implied by law. Seller shall not enter into any settlement of any Claims of Losses without Buyer's prior written consent.

11. Intellectual Property. Seller represents and warrants that the manufacture, sale and use of the Goods will not infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary right. If all or any portion of the Goods are held to constitute an infringement of a patent and/or their use is enjoined for any reason, Seller shall promptly, and at its own expense, at Buyer's election, either procure for Buyer the right to continue using such Goods royalty-free or replace such Goods to Buyer's satisfaction with non-infringing Goods of equal quality and performance. Any inventions, patents, copyrights, design rights and other intellectual property rights arising from the execution of this Order shall become the property of Buyer and Seller shall not disclose the same to any third party. Seller shall do all things and execute such documents as may be necessary to assign such property to Buyer.

12. Insurance.

- a. Seller shall obtain and maintain at all times during which this Order is in effect maintain at Seller's cost the following insurance with insurers having a current A.M. Best rating of "A- VIII" or better:
  - (1) primary comprehensive or commercial general liability insurance with limits of at least \$1 million per occurrence and \$2 million annual aggregate combined single limit for bodily injury and property damage, including coverage for:
    - (i) Products and Completed Operations liability;
    - (ii) Blanket Contractual liability; and
    - (iii) Cross Liability endorsement or Severability of Interest clause.
- b. The required insurance required shall:
  - (1) be endorsed to insure Buyer, its officers, directors, employees, representatives, parents, subsidiaries and affiliate companies and agents as additional insureds on an ISO form CG 20 26 07 04, Additional Insured  
-Designated Person or Organization or the equivalent;
  - (2) be endorsed to waive any rights of subrogation against Buyer; provide contractual liability coverage to Seller for its indemnity obligations assumed under this Order, although any failure to comply will not affect the validity or enforceability of such indemnity obligations; and
  - (3) be endorsed to provide that such insurance is primary to and non-contributory with any other insurance obtained by, for or on behalf Buyer notwithstanding any "other insurance" provision contained within such policies.
- c. Seller shall provide written notice to Buyer no less than 30 days prior to the effective date of cancellation or material reduction of any required insurance coverage, including any modification affecting any policy's compliance with the terms of this Order.

- d. Prior to the effective date of this Order, Seller shall provide certificates of insurance to Buyer with endorsements to demonstrate the insurance coverages required herein.
  - e. If this Order covers construction work, installation or repair of machinery or equipment, or performance of services, prior to the commencement of work hereunder, Seller shall furnish Buyer with a Certificate of Insurance, in amounts and coverage satisfactory to Buyer, evidencing Seller's bodily injury and property damage liability insurance and Worker's Compensation insurance covering Seller's liability in the province in which the work or services covered by this Order are to be performed and, where applicable, a clearance certificate from the *Commission de santé et de la sécurité du travail* ("CSST") attesting to the fact that all assessments have been paid. Said Certificate of Insurance will provide that the insurance issued to Seller will not be cancelled before the completion of the work or services covered by this Order without thirty days prior written notice to Buyer. At Buyer's request, Seller shall before final payment, furnish Buyer with a lien waiver and sworn statement that all subcontractors, laborers, and material suppliers have been paid in full.
  - f. Seller specifically recognizes and acknowledges that the insurance required in this Order does not limit Seller's responsibility in the event of a loss.
13. Tooling. Any tooling provided by or specifically paid for by Buyer shall be and remain the sole property of Buyer. Seller shall be responsible for maintenance of the tooling while in its possession and shall return tooling to Buyer immediately upon demand. Seller waives any lien rights or other rights to retain tooling and acknowledges that its obligation to return tooling upon demand is unconditional, subject to applicable law.
14. Changes. Buyer shall have the right at any time to make changes in drawings, specifications, materials, packaging, time and place of delivery, and method of transportation or to the scope of services. If any such changes cause an increase or decrease in the cost or the time required for performance, an equitable adjustment shall be made therein, and this Order shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this section.
15. Set-Off. Buyer has the right to set off (compensate) against any amounts due Seller hereunder any amounts owed to Buyer by Seller arising from any other transaction.
16. Force Majeure. Buyer shall not be liable for failure to take delivery of Goods or to allow performance of the Services if such failure or inability is due to causes beyond Buyer's reasonable control, including without limitation act(s) of God, act or omission of government, war or similar event, or labour dispute.
17. Termination for Cause.
- a) Buyer may terminate this Order without liability, in whole or in part, at any time, if (i) Seller fails to deliver the Goods or to perform the Services covered hereby at the time specified on the front hereof or any extension thereof authorized by Buyer in writing, (ii) a petition initiating a proceeding under any applicable law relating to bankruptcy, insolvency, or reorganization is filed by or against Seller, (iii) Seller executes an assignment for benefit of creditors, (iv) a receiver is appointed for Seller or any substantial part of its assets, or (v) Buyer shall have any reasonable ground for insecurity with respect to Seller's ability to perform and Seller is unable to provide Buyer with adequate assurance of its ability to perform within ten days after written request therefore by Buyer.

- b) Buyer's right to terminate this Order is not an exclusive remedy. Buyer shall be entitled to all other rights and remedies it may have either at law, contract or in equity. No termination of this Order shall affect any rights or obligations of either party accrued as of the effective date of such termination.

18. Termination at Buyer's Convenience. Buyer may terminate this Order, in whole or part, at its convenience at any time by written notice to Seller. In such event, Seller may claim only properly documented out-of-pocket costs for work already performed. For specially prepared Goods or products that are unique to Buyer's order, any partially completed work or raw materials whose full costs are included in the cancellation charges shall be identified in writing and held by Seller for disposition in accordance with Buyer's written instructions.
19. Safety and Health. Seller hereby warrants that the Goods sold and the Services performed hereunder meet all applicable requirements of all federal, provincial and local legislation in effect in connection with occupational health and safety, toxic substances, food, drugs and cosmetics, pharmaceutical and natural health products, and product safety. Without limiting the foregoing, the Goods shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation, otherwise the Goods shall be considered to be defective.
20. Compliance. Seller shall comply with all applicable federal and provincial employment standards legislation.
21. Waiver. Failure of Buyer at any time to require Seller's performance of any obligation under this Order shall not affect Buyer's right to require performance of that obligation. Any waiver by Buyer of any breach of any provision hereof must be in writing and shall not be construed as a waiver of any continuing or succeeding breach of such provision or waiver or modification of this provision itself, or a waiver or modification of any right under this Order.
22. Assignment. Seller shall not assign this Order or any monies due or to become due hereunder, without Buyer's prior written consent, and any attempted assignment without Buyer's prior written consent shall constitute a material breach of this Order.
23. Applicable Law and Venue. This Order, the purchase of Goods or Services by Buyer from Seller and all other aspects of the relationship between Seller and Buyer, shall, except as otherwise set out herein, be construed and governed according to the laws of the Province of Ontario and the laws of Canada applicable therein excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Seller agrees that any litigation relating to this Order, or which otherwise arises directly or indirectly out of or in connection with the purchase of Goods or Services by Buyer from Seller, or out of or in connection with any transaction of any nature between Buyer and Seller, shall only be commenced in the courts of the Province of Ontario. Seller hereby consents to personal jurisdiction in the Province of Ontario.
24. Notices. Any and all notices or other communications required or desired to be given in connection with this Order will be given in writing and will be deemed effective upon personal delivery, on the third day after mailing if sent by registered or certified mail, postage prepaid, return receipt requested, or one business day after deposit if sent by a nationally recognized courier service which maintains evidence of the time, place and receipt of delivery, and in each case if addressed as set forth in the Order (or such other addresses a party may designate in writing from time to time),

plus Seller shall dispatch a copy to Robert W. Webb, Esq., Senior Vice President and General Counsel, The Marmon Group LLC, 181 West Madison Street, 26th Floor, Chicago, Illinois 60602. For the purposes of this Order, a business day is any day (other than Saturday or Sunday) on which the Toronto Dominion Bank in Toronto, Ontario is open for commercial banking business during normal banking hours.

25. Buyer Information. BUYER MAKES NO WARRANTY WITH RESPECT TO INFORMATION PROVIDED BY BUYER TO SELLER OR WITH RESPECT TO THE ACCURACY OR COMPLETENESS THEREOF. BUYER IS PROVIDING ANY INFORMATION ON AN "AS IS" BASIS. ANY IMPLIED WARRANTIES OR CONDITIONS THAT MAY EXIST WITH RESPECT TO ANY INFORMATION PROVIDED BY BUYER, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED TO THE EXTENT PERMITTED BY APPLICABLE LAW. Seller acknowledges and agrees that any sales forecasts, quantity purchase estimates or similar projections received from Buyer are not purchase commitments of Buyer, but rather represent estimates for planning purposes only. Buyer shall have no obligation to purchase or otherwise compensate Seller for any of Seller's finished products, or unfinished raw materials, not covered by a purchase order issued by Buyer.
26. Mill Test Reports. If required by the Order, Certification and/or mill test reports shall be forwarded immediately with shipment and delivery shall not be completed unless certification and/or reports have been received.
27. Confidentiality. Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to Seller by Buyer or its agents, sub-contractors, or affiliated companies and any other confidential information concerning Buyer's business or its products which Seller may obtain and Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging Seller's obligations to Buyer and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality.
28. Miscellaneous. Provisions which by their nature should survive will remain in force after any termination or expiration. The section headings contained herein are not part of this Order and are included solely for the convenience of the parties. This 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 this Order. If any term or provision of this Order is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Order or invalidate or render unenforceable such term or provision in any other jurisdiction.
29. Language. The parties hereto confirm that it is their wish that this Order as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette commande de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.