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GENERAL TERMS AND CONDITIONS

KIK CUSTOM PRODUCTS

Each purchase order (“**PO**”) issued by KIK Custom Products Inc. (or one of its affiliates identified in the PO) (“**Buyer**”) to you (“**Supplier**”) is subject to the terms and conditions set forth herein (the “**Terms and Conditions**”), except to the extent such Terms and Conditions are inconsistent with any agreed upon specific terms and conditions that are set forth in a binding written agreement, signed by both parties, which governs the relationship between Buyer and Supplier (“**Specific Terms**”) for the sale of the goods (“**Goods**”) and/or services (“**Services**”) and together with “**Goods**” is sometimes collectively referred to as “**Products**”) referred to in the PO. These Terms and Conditions are incorporated by reference into any such agreed upon Specific Terms. The Specific Terms, which may include items such as Term, Products, Quantity, Price, Payment Terms and Delivery Terms, shall prevail in the event of any conflict or inconsistency between such Specific Terms and these Terms and Conditions, except as otherwise expressly provided in these Terms and Conditions. All other terms and conditions are expressly rejected.

Subject to Section 26 below, these Terms and Conditions are specific to the PO and may hereafter be revised, from time to time and at any time, by Buyer. If revised, the revised terms and conditions will be posted on Buyer’s B2B Site and/or its website (in either case, the “**Site**”) and thereupon will be immediately effective for POs issued thereafter. **Please re-read the terms and conditions referenced in each subsequently issued PO that you receive because by accepting such PO after a revised version of these Terms and Conditions has been posted you will be deemed to have accepted the revised version.**

1. Communications. All communications from Supplier to Buyer relating to the PO and these Terms and Conditions shall be addressed to the Buyer’s representative identified in the Specific Terms and if no one is identified in the Specific Terms then as identified on the PO.

2. Supplier Responsibilities. Supplier shall (i) provide to Buyer the Products ordered in accordance with the PO and the applicable Specific Terms, if any, pursuant to which the PO was issued; (ii) keep Buyer advised of the status of the PO; (iii) permit duly authorized representatives of Buyer to review and observe, from time to time upon reasonable notice, the manufacture and delivery of the Products; (iv) provide Buyer with reports concerning the Products that are requested by Buyer from time to time; and (v) keep, for POs requiring payment based on hours worked, cost of materials used and/or expenses incurred, records of hours worked, cost of materials used, and reasonable out-of-pocket expenses incurred in filling the PO, which records Buyer’s duly authorized representatives may examine from time to time upon reasonable notice.

3. Acknowledgment. In the absence of Specific Terms, (a) by accepting the PO, Supplier agrees that it has read and understood, and is bound by, each and every one of these Terms and Conditions, (b) the shipment of any Goods and/or provision of any Services or accepting part or full payment of the purchase price, shall constitute acceptance by Supplier of the PO and each and every one of these Terms and Conditions, and (c) if Supplier objects to any of these Terms and Conditions, it shall notify Buyer in writing within two (2) business days after issuance of the PO and withhold acceptance of the PO until such objection is settled by written agreement. By failing to advise Buyer within such two business day period of any disagreement or inability to comply with the PO and these Terms and Conditions, Supplier is deemed to have accepted the PO and each and every one of these Terms and Conditions.

4. Changes; Termination. Buyer may at any time, by written notice to Supplier, make changes in the PO as to the (i) specifications, (ii) method of packing or shipment, (iii) time and place of delivery, or (iv) quantity of the Products. If any such change causes any increase or decrease in the price or time required for delivery of the Products, an equitable adjustment shall be made in the price or the time of delivery or both, which shall be agreed to in writing within a reasonable time not to exceed two (2) business days from the notification of any such change by Buyer. Buyer may terminate the PO in whole or in part, at any time upon notice to Supplier. Upon receipt of such termination notice, Supplier shall, unless otherwise directed by Buyer, stop work and acquisition of materials and protect property in Supplier’s possession in which Buyer has or may acquire an interest. Not later than fifteen (15) days from the effective date of termination, Supplier may submit to Buyer for its review Supplier’s claim, in the event Supplier is unable to make other favorable disposition of the Products, if any, for reasonable compensation for its out-of-pocket costs caused by the termination and Buyer shall have the right to audit and inspect Supplier’s books and records relating thereto to

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verify such costs. In no event shall Buyer's liability under this clause exceed the aggregate price specified in the PO, less payments previously made thereunder.

5. Inspection; Rejections/Returns. All Products are subject to final review, inspection and acceptance by Buyer at the place of delivery notwithstanding any payment or initial inspection. Buyer will endeavor to make a final inspection within a reasonable time after receipt of the Products. However, a failure by Buyer to inspect or to discover and advise Supplier of any concerns with the Products will not, in any way, relieve Supplier of its obligations or limit Supplier's representations, warranties and covenants under these Terms and Conditions.

Buyer reserves the right to refuse any Products and to cancel all or any part of a PO for Products not conforming to applicable specifications, drawings, samples or descriptions notwithstanding prior payment or initial inspection and any such payment shall remain a credit to Buyer's account, for prepayment for replacement Products or refund to Buyer, as Buyer shall direct. Acceptance of any Products shipped as part of a PO shall not bind Buyer to accept future shipments of non-conforming Products, nor deprive Buyer of the right to return non-conforming Products already accepted. Products, if rejected, may, at Buyer's option, be returned to Supplier at Supplier's expense for transportation both ways, and no replacement or substitution shall be made unless so authorized by Buyer in writing.

6. Cancellation on Lateness. The delivery of Products shall strictly comply with the delivery date or delivery schedule, if any, specified by Buyer in the Specific Terms and/or the PO. If at any time it appears Supplier will not meet such delivery date or schedule, Supplier shall promptly notify Buyer in writing of reasons for, and the estimated duration of, the delay. If requested by Buyer, Supplier will (at its cost) ship delayed Products by such means as are necessary to avoid or minimize delay to the maximum extent possible. Buyer may also exercise its other remedies, including without limitation cancellation of a PO for non-compliance, cover and incidental and consequential damages.

7. Buyer's Rights. Without limiting any other rights and remedies available to Buyer, Buyer may, at its option and whether or not Buyer has previously accepted the Products, (i) at Supplier's risk and expense, including without limitation, the cost of return freight, return non-conforming Products to Supplier and require Supplier either to give Buyer full refund or full credit against the purchase price or promptly repair or replace the Products, (ii) retain such Products and set off losses against any amount due Supplier, or (iii) repair or replace Products and charge Supplier with the expense. After Buyer's damages for Supplier's breach or repudiation (including, without limitation, any cost of cover or of completing the manufacture or processing of the Products) are determined, Supplier shall pay to Buyer any excess of Buyer's damages over the purchase price. In addition to any rights set forth in these Terms and Conditions Buyer shall have all other rights and remedies that the law gives to buyers, including the right to recover incidental and consequential damages resulting from any breach by Supplier. Buyer shall have the full statutory period of limitations to bring any legal action. Supplier shall not have and hereby waives, any security interest in or any statutory or other lien upon any Products. Buyer may deduct from, and set off against, any amounts or damages at any time owed to Supplier whether arising hereunder or otherwise any amounts, damages, rebates or credits owed by Supplier to Buyer.

8. Invoice. Unless otherwise specified by Buyer, a separate invoice shall be issued for each shipment and only after the Goods are shipped or Services are rendered. Payment due dates, including discount periods, will be computed from date of invoice to date Buyer's check is mailed (or payment is otherwise transmitted by Buyer). Any discount taken by Buyer will be taken on the full amount of invoice. Supplier shall submit invoices in accordance with Buyer's instructions, which may include electronic means using a web based portal or any other method specified by Buyer.

9. Price; Payments. Notwithstanding that a price may be stated on the PO or in the Specific Terms, Buyer shall receive the benefit of any general reduction that Supplier may make in a price of the Products prior to delivery. Except as expressly agreed to by Buyer in writing, all charges for packing, crating, hauling and storage of the Products shall be paid by Supplier and Buyer shall not be required to pay (i) any freight or any sales, use or other taxes, levies, customs and other duties arising out of Buyer's purchase of Products from Supplier, or (ii) any late charge, interest, finance or similar charge. Payment terms will be net 60 days and payment terms, including discount periods, shall run from the latest of (i) the scheduled date of delivery, (ii) the actual date of delivery of conforming Products, (iii) the date of receipt by Buyer of Supplier's accurate invoice, and (iv) in the case of Products which are capital equipment, completion of Buyer's final inspection and inspection after installation. Buyer may withhold payment of any amounts to be paid to Supplier which are disputed in good faith by Buyer. All price changes that are based in whole or in part

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on changes in Supplier's costs shall be subject to audit by Buyer. Supplier will provide price lists to Buyer in the formats and methods specified by Buyer, including without limitation electronic forms using a web based portal or other electronic methods. The PO shall not be filled at higher prices than specified in the PO. If price is omitted, the Products shall be billed at price last quoted or paid, or at the prevailing market price, whichever is lower.

10. Supplier's Representations, Warranties, Covenants and Certifications. Supplier unconditionally represents, warrants, covenants and certifies that:

- (a) the Products supplied by it are of merchantable quality, free from defects in workmanship or material, conform to the specifications agreed upon with Buyer and as otherwise required by Buyer and are suitable for Buyer's intended uses and purposes;
- (b) all intellectual property or proprietary rights used by Supplier in connection with the Products are owned by Supplier or Supplier has been properly authorized to use such rights in connection with the Products and to sell Products that incorporate such proprietary rights to Buyer for use or further resale;
- (c) all Products are manufactured, packaged, labeled, packed, shipped and invoiced in compliance with the applicable requirements of federal, state, provincial and local laws, regulations, ordinances and administrative orders and rules of the United States and all other countries in which the Products are manufactured or delivered, including without limitation laws dealing with human trafficking and slavery and prohibiting bribery or corruption, and that all required labeling is affixed as required and passed on to Buyer and its customers;
- (d) no Good shipped pursuant to the PO is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or is an article which may not under the provisions of §404 or §505 of that Act be introduced into interstate commerce, is produced in violation of any provisions of the Fair Labor Standards Act;
- (e) the Goods sold or Services rendered to Buyer shall conform to the standards and/or regulations promulgated by the U.S. Department of Labor under the Federal Occupational Safety and Health Act ("OSHA"), and that if the Goods or Services do not conform to the OSHA standards and/or regulations as well as the corresponding laws and regulations in the jurisdiction in which the Products are made or delivered, Buyer may return the Goods or Deliverables (as hereinafter defined) for correction or, at Buyer's option, replacement, in either case, at Supplier's expense. Services or Goods which do not conform to the OSHA standards and/or regulations may also, at Buyer's option, be corrected by Buyer at Supplier's expense in the event Supplier fails to make the appropriate correction within a reasonable time;
- (f) if applicable, all advertising and promotional materials developed or provided by Supplier for any Products shall comply with all applicable requirements of federal, state and local laws, regulations, ordinances and administrative orders and rules of the United States and all other countries in which such Products are delivered, including, without limitation and if applicable, those promulgated by the U.S. Food and Drug Administration, the U.S. Department of Agriculture, the U.S. Federal Trade Commission and the Environmental Protection Agency;
- (g) Supplier and all employees and agents involved in the manufacturing, processing or delivery of the Products shall strictly adhere to all applicable federal, state and local laws, regulations and prohibitions of the United States, its territories and all countries in which the Products are produced or delivered with respect to the operation of their production facilities and their other business and labor practices;

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- (h) neither Supplier nor its principals (owners/senior officials) are debarred or suspended from U.S. Government procurement programs under the rules prescribed at Title 48 of the Code of Federal Regulations, Subpart 9.4 (48 C.F.R. §§ 9.400-9.409), and Supplier shall promptly (within 15 days) notify Buyer of any change in this status, including Supplier's receipt of any notice proposing Supplier for debarment or suspension from U.S. Government procurement programs. The provisions of Title 41 of the Code of Federal Regulations, Chapter 60 (41CFR §§ 60-1, 60-2, 60-3, 60-250, 60-300, 60-741) are incorporated herein by reference, as applicable;
- (i) Supplier has obtained any and all licenses, permits, and authority necessary or required to perform its obligations to Buyer and has paid all fees and charges with reference thereto; that it is in good standing with all governmental bodies or agencies; that it will take such steps and perform such acts as may be necessary to retain such good standing; that it is free and has full right and authority to enter into this Agreement and to perform all of its obligations to Buyer; and that it has performed all acts and taken all steps necessary to authorize the execution of the Specific Terms;
- (j) all Products produced by Supplier shall be provided to Buyer in new and unused condition at the time of delivery to Buyer (unless otherwise specified in the PO), with free and clear title, subject to no liens or other rights or interests of third parties;
- (k) Supplier does not perform animal testing on Products provided to Buyer for product development purposes or otherwise, or in connection with safety evaluations requested by Buyer in respect to such Products, and
- (l) Supplier will (i) source materials only from suppliers who also source responsibly, including from legitimate, conflict-free mines, (ii) conduct the necessary due diligence and provide Buyer with proper verification of the country of origin and source of the materials Supplier provides to Buyer; and (iii) participate in Buyer's survey process in an annual basis regarding conflict minerals contained in materials received from Supplier.

All representations, warranties and covenants herein stated shall run to Buyer, its successors and assigns, customers and the users of the Products or products into which such Products may be incorporated. The warranties are continuing warranties and shall cover Buyer, its employees, successors, assigns, customers and other users. If Buyer requests, then Supplier shall provide Buyer with certificates of compliance with any or all applicable laws and regulations. Supplier's warranties shall extend to future performance of the Products, and shall survive inspection, testing, delivery, acceptance and payment by Buyer.

In addition, if the PO is for Services then by accepting this PO, Supplier also unconditionally represents, warrants covenants and agrees, notwithstanding anything to the contrary, that: (i) its performance of the Services and the deliverables arising therefrom, or any portion or function thereof, or the use of the deliverables or any portion thereof, will not violate or infringe any third-party patent, trademark, copyright, trade secret or similar rights; (ii) the Services will be provided by qualified personnel reasonably skilled and trained in the performance of the services and in a workmanlike and professional manner in accordance with general industry standards; (iii) Supplier is currently under no obligation to any third party, nor will it enter into any obligation to a third party, that could interfere with its rendering to Buyer the Services or deliverables; (iv) any documentation provided to Buyer shall meet reasonable standards of clarity and detail; (v) all deliverables will be warranted to perform according to their specifications; and (vi) Supplier and its employees and contractors who are required to come on site at a Buyer facility shall execute Buyer's standard form health, environmental, safety and security documentation as well as all other documents for on-site service providers as may be required by Buyer.

11. Indemnification. Supplier shall indemnify, defend and hold harmless Buyer, its affiliates (and its and their respective directors, officers, employees and agents) of and from any and all losses, liabilities, damages, costs and expenses (including without limitation costs incurred and losses sustained by Buyer as a result of the down time caused or contributed to by Supplier, costs incurred in connection with any product recall, as well as Buyer's reasonable legal fees) arising, directly or indirectly, from: (i) Supplier's breach of any provision hereof, including without limitation

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the confidentiality obligations and the warranties made herein; (ii) any negligent or wrongful act or omission of Supplier, its employees, consultants or subcontractors; (iii) Supplier's failure to comply with applicable laws and regulations in filling a PO; (iv) any claim charging that Buyer's purchase of Products constitutes misappropriation of trade secrets, breach of a confidential relationship, or trademark, trade secret or copyright infringement, or any litigation based thereon; and/or (v) any claim charging that any Products, or the use of such Products, infringe a third-party's patent anywhere in the world, or any litigation based thereon. If the Products, or the use of such Products, are held to constitute an infringement and their sale or use is enjoined, Supplier shall, at its expense but at Buyer's option, either procure for Buyer and its affiliates the right to continue to use such Products, or remove and replace same with an equivalent non-infringing product or deliverable, or modify same so it becomes an equivalent non-infringing product or deliverable. This Section will not be construed to limit or exclude any other claims or remedies that Buyer or its affiliates (and its and their respective directors, officers, employees and agents) may assert. This paragraph shall survive the expiry, termination or cancellation for any cause of the Specific Terms or a PO, and acceptance of the Products and the payment therefore by Buyer.

12. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL BUYER OR ITS AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL BUYER OR ITS AFFILIATES BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE GREATER OF (i) THE AMOUNT OF FEES PAID OR REQUIRED TO BE PAID BY BUYER FOR THE PRODUCTS THAT GAVE RISE TO SUCH DAMAGES OR LOSSES FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES OR (ii) \$1000. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING DISCLAIMER, EXCLUSION AND LIMITATION AND WILL NOT APPLY SO AS TO LIMIT BUYER'S OBLIGATION TO PAY FOR PRODUCTS.

13. Insurance. Supplier shall, at its own expense, maintain with an insurer with an A.M. Best Insurance Rating of A:VIII or better (and provide written certificate(s) of insurance to Buyer if and when requested by Buyer) for a period of at least 2 years after the fulfillment of the PO or the expiration or termination of the Specific Terms, whichever is later, reasonable and customary insurance coverage, including, but not limited to, (i) workers' compensation statutory coverage as required by the laws of the applicable jurisdiction, (ii) commercial general liability insurance including coverage for product liability in the minimum amount of \$5 million per claim in respect of claims for any losses, costs and expenses arising out of or relating to Supplier furnishing the Products, and (iii) Automobile Liability coverage, for both owned and non-owned vehicles, including coverage for bodily injury and property damage, with a combined single limit of not less than \$2 million for all vehicles used in Supplier's performance of the PO. The certificate(s) of insurance will, if requested by Buyer, designate Buyer as "additional insured" under the commercial general liability policy and will include the agreement for the insurer to give Buyer written notice at least 30 days prior to the effective date of any cancellation, lapse or material change in the policy, and will contain a waiver of subrogation in favor of Buyer.

14. Copyrights; Rights to Inventions. Buyer will be the exclusive owner of all deliverables created by Supplier in connection with or during the performance of services provided pursuant to a PO or the Specific Terms (the "Deliverables"), any works based on or derived from such Deliverables ("Derivatives"), and any ideas, concepts, inventions or techniques that Supplier may conceive or first reduce to practice in connection with developing the Deliverables ("Deliverable Concepts") (the Deliverables, Derivatives, and Deliverable Concepts are collectively referred to as, "Buyer Materials") and all intellectual property rights therein, including patents, copyrights, trade secrets, trademarks, moral rights, and similar rights of any type under the laws of any governmental authority (collectively, "Intellectual Property Rights"). All copyrightable Buyer Materials shall be prepared by Supplier as a "work made for hire" for Buyer, and Buyer shall be considered the author of the Buyer Materials for purposes of copyright. To the extent that the Buyer does not acquire ownership of such copyrights as a work made for hire, and with respect to all other rights, Supplier hereby assigns and agrees to assign upon creation to Buyer all right, title and interest in and to the Buyer Materials and all Intellectual Property Rights therein. To the extent such assignment of rights and ownership is invalid or any of the foregoing rights, including so-called "moral rights" or rights of "droit

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moral," may be inalienable, Supplier agrees to waive and agrees not to exercise such rights, and if such waiver and agreement are deemed invalid, to grant to Buyer and its designees the exclusive, transferable, perpetual, irrevocable, worldwide and royalty free right to make, use, market, modify, distribute, transmit, copy, sell, practice, and offer for sale and import the Buyer Materials and any process, technology, software, article, equipment, system, unit, product or component part covered by the Deliverable Concepts or a claim of any patent in any part of the Deliverable Concepts. At Buyer's request, Supplier will obtain the execution of any instrument, including from any employee or contractor, which may be appropriate to assign these rights under this paragraph to Buyer or perfect these rights in Buyer's name. Supplier agrees that any copyrightable material prepared for Buyer shall carry on the face thereof in legible form a copyright notice identifying Buyer and the year of publication.

15. Government Contracting. Supplier in accepting the PO represents that the price charged is not in excess of the ceiling prices, if any, established by any government agency. Supplier agrees that federal statutes and regulations applicable to Buyer as a government contractor are accepted and binding on Supplier insofar as required by statute, regulation or the provisions of the government contract.

16. Force Majeure. Neither party shall be liable for delay in performance or failure of performance hereunder (except for the payment of money) due to fires, floods, other acts of God; accidents, explosions; sabotage; riots, invasions, terrorism, wars; regulations or directions of government; voluntary or mandatory compliance with any request of any governmental authority; or any other cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the party relying upon this Paragraph (each a "Force Majeure Event"). In the event of any such event or condition, the party whose performance is excused hereunder shall notify the other promptly thereof and shall make diligent efforts to perform at its earliest opportunity and the other party shall be permitted to suspend its performance under the PO. If Supplier's performance is excused hereunder, Buyer shall have the right, and Supplier agrees to provide to Buyer the assistance and information necessary for Buyer, to make, have made, or otherwise procure replacement Products, and Supplier shall be responsible for and shall reimburse Buyer for all additional costs incurred by Buyer in securing such replacement Products. If Supplier has a Force Majeure Event that remains unresolved after ninety (90) days, then Buyer may choose, but shall not be obligated, to terminate the agreement with Supplier with such termination to be effective thirty (30) days following Supplier's receipt of written notice from Buyer of such termination, without payment of any penalty.

17. Shipping Terms. Unless otherwise specified by Buyer, delivery of Products is to be F.O.B. Buyer's facility. If Products are to be shipped F.O.B. shipping point, and Buyer has not designated routing, Supplier is required to ship via the most economical method that will meet delivery date. Supplier shall provide a packing list to Buyer for all shipments referencing the appropriate order number. Bills of lading, if any, shall also reference the appropriate order number. Time of delivery shall be of the essence and all Products ordered by Buyer shall be delivered by the date or dates specified in this PO (or Buyer's release issued pursuant to the PO) or, if no time is specified, within a reasonable time. Delivery times are to be confirmed by Buyer to Supplier prior to delivery. Special arrangements may be made for after hours delivery with Buyer's consent in writing. If Supplier delivers more Products than Buyer ordered, Buyer shall not have to pay for the excess quantity. Buyer's acceptance of a delivery containing less than the required quantity shall not relieve Supplier of its obligation to deliver the balance of the Products ordered under the PO unless Buyer agrees otherwise. Buyer may refuse delivery of Products delivered before the scheduled delivery date. Buyer's acceptance of any early delivery shall not change the payment terms.

A packing slip must accompany each shipment showing this PO number, item numbers and a complete description of contents. Any damage or loss caused by Supplier's failure to pack properly shall be Supplier's responsibility and charged against Supplier's account. Transportation expenses, where chargeable to Buyer, shall be invoiced to Buyer at cost. If Products are to be shipped by car, a carload shipping notice must accompany each such shipments indicating the car number, initial routing, waybill number, and date of shipment. Carload shipping service charges will be deducted for all such shipments that are delivered to Buyer without a shipping notice. Separate POs shall not be combined on one packing slip. Invoices shall be submitted by Seller separately on or following shipment. In addition, Supplier shall issue a written "Certificate of Analysis" as and when requested by Buyer providing data about the Products sold to Buyer and if Supplier issues a written "Certificate of Analysis" to Buyer providing data about the Product sold to Buyer, Supplier in addition warrants the reliability of the data as provided in that certificate.

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18. Transportation Liability. Supplier agrees that in any case where freight regulations covering Products transported by common carrier establish a maximum limit on the carrier's liability for loss or damage suffered in transit, Supplier will be liable to Buyer for any loss or damage in excess of such maximum limit.

19. Title; Risk of Loss. Title to, and risk of loss, theft or destruction of, or damage to, the Products shall pass from Supplier to Buyer upon receipt of the Products by Buyer at Buyer's delivery location.

20. Confidentiality; No Publicity. Supplier shall keep in confidence and shall not, without securing the prior written consent of Buyer, originate any publicity (including any news release or public announcement) or disclose to any third party information relating to: the existence of the relationship with Buyer; Buyer's purchasing systems or practices (including, without limitation, descriptions of purchased items, quantities purchased and prices paid); the nature of the Services performed and Goods delivered hereunder; Buyer's financial information, including without limitation Buyer's costs of materials and manufacturing costs; and any proprietary or confidential data, designs, or other information supplied by, or on behalf of, Buyer. Notwithstanding the foregoing, Supplier may disclose such confidential information (i) to Supplier's employees having a need to know such information to process the PO or comply with the Specific Terms or (ii) to comply with applicable laws, court orders, or government regulations. If disclosure is permitted under clause (ii) above, Supplier shall consult with Buyer in connection with any disclosure in a reasonable time prior to its release to allow Buyer to comment thereon, and to prevent its release if so permitted by law. Supplier agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees and subcontractors who are permitted access to the aforementioned information to notify them of Supplier's obligations hereunder. Upon Buyer's request any data, designs, or other information furnished to Supplier (and copies thereof) shall be returned to Buyer. This clause is not intended to limit, and is in addition to, the terms and conditions of any separate confidentiality agreement between Supplier and Buyer or in favor of Buyer.

21. Buyer's Property. All tools, equipment and materials of every description furnished to Supplier by, or specifically paid for by, Buyer, and any replacement thereof, and any materials affixed or attached thereto, shall be and remain the personal property of Buyer, and shall be safely stored separate and apart from Supplier's property. Supplier shall not substitute any property for Buyer's property and shall not use such property except in filling Buyer's purchase orders. Such property while in Supplier's custody or control shall be held at Supplier's risk, shall be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with loss payable to Buyer and shall be subject to removal at Buyer's written request, in which event Supplier shall prepare such property for shipment and shall redeliver to Buyer in the same condition as originally received by Supplier, reasonable wear and tear excepted.

22. Material Safety Data Sheets; Technical Assistance. An appropriate material safety data sheet ("MSDS") and labeling, as and if required by law, will precede or accompany each shipment of Supplier. Further, Supplier shall send to Buyer updated MSDS's and labeling as required by law. Supplier shall furnish technical advice or assistance with regard to the use of the Product by Buyer if requested by Buyer. All such advice or assistance is rendered without compensation. The rendering of such advice or assistance shall have no effect on any provision of the Terms and Conditions.

23. Environmental, Safety and Industrial Hygiene Matters. Supplier agrees to use commercially reasonable efforts to implement a policy of environmental responsibility concerning its products and processes, including where applicable, pollution prevention and waste reduction programs. With respect to all environmental, safety and industrial hygiene matters related to Supplier's activities in providing Products to Buyer, Supplier shall: (i) comply with all applicable laws and regulations issued by federal, state and local authorities; (ii) inform Buyer promptly of any significant adverse event (e.g., fires, explosions, accidental discharges) that have the potential of affecting the quality of the goods and/or services to be delivered; (iii) inform Buyer promptly of any allegations or findings of violations of applicable laws or regulations that have the potential of affecting the quality of the goods and/or services to be delivered; (iv) allow Buyer's representatives to inspect Supplier's facilities, such inspections to be at reasonable times and upon reasonable notice; and (v) implement promptly any corrective action which may be reasonably requested by Buyer, including (without limitation) adhering to reasonable and significant elements of the environmental, safety and industrial hygiene program adhered to by Buyer in its own operations. Supplier shall provide Buyer accurate information concerning ozone depleting chemicals used in its products or processes when required by any applicable regulations or laws. In the event a PO is for an amount in excess of \$100,000 and Supplier is not otherwise exempt, then Supplier stipulates the following: (a) that none of Supplier's facilities are listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20; (b) that Supplier agrees to comply with all

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the requirements of Section 114 of the Clean Air Act, as amended, and Section 308 of the Federal Water Pollution Control Act, as amended, including all regulations and guidelines issued thereunder; (c) that Supplier agrees the PO is expressly conditional upon Supplier promptly notifying Buyer in the event Supplier receives any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized in the performance of the PO is being considered for listing on the EPA List of Violating Facilities, and (d) Supplier agrees to include the requirements of (a) through (d) in every subcontract exceeding \$100,000 which is not otherwise exempt.

24. Compliance with Laws. Supplier agrees to comply with the applicable provisions of any federal, national, state or local law, and all orders, rules and regulations issued thereunder, whether now or hereafter in force, and any provisions, representations or agreements required thereby to be included in the contract resulting from acceptance of the PO are hereby incorporated by reference, including, but not limited to, those prohibiting employment of children or forced labor and those prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin, or physical or mental handicap and those providing for the employment of disabled veterans and veterans of the Vietnam era, export control, anti-bribery, economic sanctions laws, EPA, OSHA, OFAC, and all hazardous materials transportation and hazardous communication standards for the safe labeling, handling and use of the Product. Without in any way limiting the generality of the foregoing provisions of this Section 24, Supplier shall at all times be in compliance with all provisions set forth in Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, 38 U.S.C. § 4212 of the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

25. Dispute Resolution. (i) *Governing Law.* The laws of the State of New York, without regard to principles of conflict of laws or Buyer's or Supplier's domicile, will govern these Terms and Conditions and the PO.

(ii) Supplier and Buyer will attempt in good faith to resolve any claim or controversy arising out of or relating to this Agreement promptly by negotiation in the ordinary course of business. If a dispute remains unresolved after at least one meeting of a senior representative of each party within 30 days, the matter shall be finally determined by confidential arbitration in accordance with JAMS' Comprehensive Arbitration Rules and Procedures ("**JAMS Rules**") utilizing the Expedited Procedures set forth in Rules 16.1 and 16.2 of the JAMS Rules, before one arbitrator. The arbitrator's award shall be final and binding. The *Federal Arbitration Act*, 9 U.S.C. §§ 1-16 shall govern the arbitration and the enforceability of any resulting award. Notwithstanding the foregoing, the parties shall have the right to seek and obtain temporary or preliminary injunctive relief in any court of competent jurisdiction.

26. Entire Agreement; Conflict. These Terms and Conditions, together with the Specific Terms, if any, pursuant to which the PO was issued contain the entire understanding of the parties with respect to the subject matter of the PO. In the event of any conflict between these Terms and Conditions and the Specific Terms and conditions in any other applicable written agreement, the conflicting terms and conditions in the Specific Terms will govern. No modification, amendment or waiver of any of the Terms and Conditions shall be effective unless set forth in writing signed by Buyer and Supplier. Buyer will not be bound to any additional or different terms or conditions hereafter transmitted by Supplier and Buyer will not be bound by its silence, course of dealing, usage of the trade or its acceptance of the goods or services. Without limiting the generality of the foregoing, terms that are printed on or contained in an acknowledgement, invoice or other form prepared by Supplier that are additional to or in conflict or inconsistent with those set forth in these Terms and Conditions shall be considered to be inapplicable and shall have no force and effect.

27. Assignment. Supplier's rights and duties hereunder shall not be assignable by Supplier without the prior written consent of Buyer, which consent may be withheld in its sole discretion. Buyer may assign its rights and obligations hereunder to any one or more of its affiliates. The Specific Terms, PO and these Terms and Conditions shall inure to the benefit of and be binding upon Buyer and Supplier and their respective successors and permitted assigns; nothing contained herein shall give to any other person any benefit or any legal or equitable right, remedy or claim.

28. Notices. Any notice or other communication to be given pursuant to these Terms and Conditions shall be in writing and will be presumed to have been delivered to the party receiving such notice if (1) personally delivered to the addressee, (2) transmitted by recognized courier service or (3) transmitted by any electronic means of sending messages which produces a paper or electronic record including by fax or email during normal business hours and addressed as follows, as elected by the party giving such notice:

March 1, 2017

If to the Buyer:

For: KIK Custom Products

1919 Superior Street
Elkhart, Indiana 46516
Attention: SVP, Supply Chain & Operations
tkelliher@kikcorp.com
Fax: (574) 296-1700

For: Marietta Corporation

37 Huntington Street
Cortland, New York 13045
Attention: VP, Finance
btomas@kikcorp.com
Fax: (607) 756-0640

With a copy to:

101 MacIntosh Blvd.
Concord, Ontario L4K 4R5
Attention: EVP, General Counsel & Secretary
mhalperin@kikcorp.com
Fax: (905) 660-9310

101 MacIntosh Blvd.
Concord, Ontario L4K 4L5
Attention: EVP, General Counsel & Secretary
mhalperin@kikcorp.com
Fax: (905) 660-9310

If to Supplier, to Supplier's address set forth on its most recent invoice to Buyer.

Each notice sent in accordance with this section will be deemed to have been received (A) on the day it was delivered, (B) on the business day after it was picked up by the courier or (C) on the same day that it was sent by electronic transmission, or on the first business day thereafter if the day on which it was sent by transmission was not a business day or if it was sent after normal business hours. For purposes hereof, "business day" means any day other than a Saturday, Sunday or any other day on which principal commercial banks are not permitted to be open for business in the City of Toronto, Ontario, Elkhart, Indiana or the City in which Supplier's office for notice purposes is located.

29. Non-Solicitation. Supplier agrees not to solicit in any manner, whether directly or indirectly, for employment any employee of Buyer during the term of the relationship between the Parties or during the term of any agreement between the Parties as set out in the Specific Terms, if any, and for two years thereafter. Notwithstanding the foregoing, nothing shall prohibit Supplier from employing general recruiting strategies that are not directed specifically towards Buyer's employees, including but not limited to the placement of advertisements, the use of placement firms or posting of positions on the Internet or from hiring anyone who responds to any solicitation of a general nature not specifically targeted to employees or consultants of Buyer nor shall Supplier be prohibited from hiring any such person who initiates employment discussions with Supplier without any direct or indirect solicitation on the part of Supplier.

30. Miscellaneous. Headings used herein are for convenience only and shall not be used for interpretive purpose. A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. These terms and conditions will survive the fulfillment of the PO and the expiration or earlier termination of the Specific Terms. Any stenographic or clerical errors contained herein or within this PO are subject to correction by Buyer