

General Terms and Conditions for the Purchase of Goods Fruh Packaging Inc.

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Purchase of Goods (these "Terms") govern the purchase and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by or on behalf of the seller identified in the Confirmed Order (as defined below) ("Seller") to Fruh Packaging Inc. ("Fruh").

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Fruh in a writing duly executed by an authorized officer of Fruh. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the purchase and delivery of the Products. Any additional or different terms or conditions contained in Fruh's Order (as defined below), Seller's confirmation, or any other form or document supplied by Seller are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Fruh. Acceptance of the Products by Fruh does not constitute acceptance of any of Seller's terms and conditions and does not serve to modify or amend these Terms.

1.3. The acceptance of an Order (as defined below) by Seller or any communication or conduct of Seller which confirms an agreement for the delivery of Products, as well as delivery in whole or in part by Seller of Products, shall be construed as Seller's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Fruh in writing, all offers made by Seller are binding on Seller. Fruh may, but is not obliged, to accept any offer from Seller.

2.2. Fruh may issue to Seller orders for the purchase of Products, in written form via facsimile, e-mail, US mail, or such other method as determined by Fruh from time to time (each, an "Order"). By issuing an Order to Seller, Fruh makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order.

2.3. Seller shall confirm to Fruh the receipt of each Order issued hereunder ("Confirmed Order") within five (5) business days following Seller's receipt of the Order. Each Order confirmation shall set forth Fruh's Order number, item

numbers, Seller's designated representative and such other terms as determined by Fruh from time to time and shall not modify or supplement the applicable Order in any way. If Seller fails to issue a confirmation within the time set forth in this Section 2.3 or otherwise commences performance under such Order, Seller will be deemed to have accepted the Order.

2.4. Fruh may withdraw any Order prior to Seller's acceptance without liability of Fruh to Seller. Seller may only reject an Order if the applicable Order includes provisions that supplement, purports to change or modify, or conflict with those contained in these Terms, which Seller is unwilling to accept. Seller may not cancel any previously accepted Orders hereunder.

2.5. Fruh may place blanket Orders for a specific quantity of the Products which shall be purchased by Fruh on the dates or within the time periods specified on the respective blanket Orders or as the parties may agree in writing from time to time. Prior to or at the time of the scheduled purchases, Fruh shall issue release Orders (each, a "Release") to Seller for the purchase of the Products. There is no minimum number for a Release. Blanket Orders and Releases shall become binding on the parties if accepted by Seller pursuant to Section 2.3. Upon confirmation of a blanket Order or Release by Seller, such blanket Order or Release shall be considered a Confirmed Order for the purposes of these Terms.

2.6. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall be binding on Seller. Fruh shall have no obligation to accept Products from Seller or otherwise fulfill any of its obligations set forth in a Confirmed Order if Seller is in breach of any of its obligations hereunder or any Confirmed Order.

2.7. Fruh may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller shall submit to Fruh its good faith description of the impact of such changes on the Order Terms. Parties shall negotiate in good faith any changes to a Confirmed Order based on the Change Order Request.

2.8. Fruh may, in its sole discretion without liability or penalty, terminate any Confirmed Order within a reasonable time after receiving Seller's written confirmation with or without reason effective immediately or otherwise as specified in such notice.

2.9. In the event that Seller intends to discontinue the manufacturing and sale of a Product, Seller shall notify Fruh thereof no less than twelve (12) months prior to the last anticipated delivery date of the Product. In the event of such anticipated discontinuation of a Product, Seller shall i) offer Fruh to purchase the remaining quantities of the Products, (ii) offer a suitable alternative for the discontinued Product, or (iii) provide Fruh assistance to secure another source for the discontinued Product.

2.10. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

2.11. At Fruh's sole discretion, Fruh may provide Seller at any time as Fruh deems appropriate, a non-binding, rolling forecast of Fruh's Product needs for the immediately following twelve (12) months ("Forecast"). The quantities shown in the Forecast are projected estimates only and Fruh does not provide any warranties with respect to their accuracy or covenant to purchase quantities set forth in such Forecasts.

2.12. In the event that Fruh has an urgent need for Products, Fruh may request that Seller manufactures the Products on an expedited basis. If accepted by Seller, Seller agrees to deploy all resources available to meet the needs of Fruh, with any additional costs to be negotiated by the parties in good faith and on a case by case basis.

3. PRICES

3.1. The price of the Products shall be as set forth in the applicable Confirmed Order.

3.2. The price of the Products shall include transportation, insurance, packaging, Tooling (as defined below), and other materials used for the manufacturing and delivery, sales or use tax, or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"), unless otherwise indicated in the Confirmed Order. All prices are firm and are not subject to increase for any reason, including changes in market conditions and program timing or length, increases in raw material,

component, labor, or overhead costs, labor disruptions, or fluctuations in production volumes.

3.3. If special crates, pallets, top boards, and other materials ("Special Materials") are deemed necessary by Seller for the delivery of the Products, Seller shall notify Fruh prior to the confirmation of Fruh's Order and Seller shall only charge Fruh with the additional costs to cover these Special Materials if Fruh accepts the additional costs in the applicable Confirmed Order. Seller is required to issue a refund of the costs and cover the shipping fee if Fruh returns such materials in good condition (as reasonably determined by Fruh).

3.4. Seller agrees that the price for the Products will be equal to or less than the lowest price charged to any of Seller's customers who are purchasing substantially the same products and quantity, under the same or similar terms and conditions.

3.5. In the event Fruh is able to source any of the Products from another supplier at a price that is less than the price and on terms consistent with the agreement with Seller, as reasonably determined by Fruh, Fruh may submit to Seller written evidence of such lower price quotation, including all applicable terms, and thereupon call on Seller to meet the price contained in such lower quotation. Seller agrees to either match within thirty (30) days of written notice to Seller such prices or release Fruh from any obligation to purchase the Products under any then-current Confirmed Order.

4. PAYMENT TERMS

4.1. The purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of the Product shipment, subject to the higher of a 2% discount and such other discount agreed on the applicable Confirmed Order. Payment of all amounts due hereunder may be made by check, wire transfer, credit card, or in any other manner set forth on Seller's invoice. Seller shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method.

4.2. Seller shall issue invoices promptly upon delivery of the Products including for partial deliveries and Releases.

4.3. Invoices must show the exact gross and net weights, number of items, meters, any other applicable measurements for each individual article, with details of the type of packaging and such other information as may be required by Fruh from time to time.

4.4. All amounts due from Fruh to Seller are net of any liability of Seller to Fruh. In addition to any right of set-off, deduction, or recoupment provided or allowed by law, Fruh may, without notice to Seller, set off against, and deduct from, any amounts due from Fruh to Seller, including for damages resulting from breaches by Seller of its representations, warranties, covenants, or other obligations under these Terms, the applicable Confirmed Order, or any other agreement between the parties. If any liability of Seller is disputed, contingent or unliquidated, payment by Fruh of all or any portion of the amount due may be deferred until such dispute contingency is resolved or the obligation is liquidated. In the event of Seller's bankruptcy, if all of the contracts between Fruh and Seller have not been promptly assumed by Seller, Fruh has the right to withhold payment to Seller for Products previously delivered until the risk of potential rejection and other losses is eliminated.

4.5. Fruh reserves the right to return and withhold payment due to any invoices or related documents that are inaccurate or incorrectly submitted to Fruh. The parties shall seek to resolve any invoice disputes expeditiously and in good faith. Any payment by Fruh of an invoice is not an acceptance of any nonconforming or defective Product.

4.6. Fruh may withhold payment pending receipt of evidence, in such form and detail as Fruh may reasonably direct, of the absence of any encumbrances on, or defects of, the Products. Fruh will be entitled to the discounts set forth under Section 4.1 even though Fruh is unable to make payment within the time limits set by Seller if such failure is due to Seller's actions or other circumstances or events beyond Fruh's reasonable control.

5. OBLIGATIONS OF SELLER

5.1. Seller shall at all times materially comply with all laws applicable to these Terms and its obligations under these Terms, including Seller's sale of the Products. Without limiting the generality of the foregoing, Seller shall: (a) at its own expense, maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to the sale of the Products; and (b) not engage in any activity or transaction involving the Products, by way of shipment, use, or otherwise, that violates any law.

5.2. Each Confirmed Order constitutes Seller's representations and warranties that Seller is not insolvent, is paying all debts as they become due, is in compliance with all loan covenants and other obligations to which it is subject, and that all financial information, if any, provided to Fruh concerning Seller is true and accurate, fairly represents Seller's financial condition. Seller shall furnish Fruh with statements accurately and fairly evidencing Seller's financial condition as Fruh may, from time to time, reasonably request. Seller shall promptly notify Fruh, in writing, of any and all events that have had or may have a material adverse effect on Seller's business or financial condition, including any change in management, sale, lease, or exchange of a material portion of Seller's assets, a change in control of Seller, or the breach of any loan covenants or other material obligations of Seller to its creditors.

5.3. Seller hereby grants to Fruh, and each of its affiliates and authorized representatives, access to Seller's premises (including Seller's manufacturing operations for the production of the Products) and all pertinent documents and other information, whether stored in tangible or intangible form, including any books, records, and accounts, in any way related to Seller's performance under these Terms and the respective Confirmed Orders (including Seller's processes and procedures), Products, Tooling, or other property or any payment or other transaction occurring in connection with these Terms and the respective Confirmed Orders, for the purpose of auditing Seller's compliance thereof, including inspecting or conducting an inventory of finished Products, work-in-process or raw-material inventory, Tooling or other property of Fruh. Fruh may conduct such audit as Fruh deems appropriate. Seller agrees to cooperate fully with Fruh in connection with any such audit or inspection. Seller shall

maintain, during the term of any agreement between the parties and for a period of ten (10) years after such term, complete and accurate books and records and any other financial information. Seller shall reimburse Fruh for all amounts associated with errors discovered during an audit. In addition, Seller shall reimburse Fruh for the amount of Fruh's reasonable costs and expenses incurred in conducting the audit. If requested by Fruh, Seller shall use its best efforts to permit Fruh, its affiliates and their respective representatives to obtain from subcontractors or other suppliers of Seller the information and permission to conduct the reviews under Section 5.3.

5.4. Seller shall comply with all applicable US and non-US laws on trade, import, and export control in the performance of its obligations hereunder. Without limiting the generality of the foregoing, Seller agrees to comply with all US importer security filing (ISF) requirements and submit such documentation to Fruh. Seller shall provide Fruh within two (2) weeks from the date of the Confirmed Order or earlier as Fruh may deem necessary, with the necessary documents and information for the export of the Products including but not limited to the following: (i) all applicable export list numbers including the Export Control Classification Number from the US Commerce Control List (ECCN); (ii) the statistical customs tariff number currently used to classify Products for foreign trade statistics and the HS (harmonized system) code; and (iii) the country of origin (non-preferential origin) and (iv) if requested by Fruh, Seller declarations of preferential origin (for European suppliers) or preference certificates (for non-European suppliers). In the event that Seller manufactures, delivers, imports, or exports the Products in violation of any applicable US and non-US laws on trade, import and export control, Fruh reserves the right to reject, refuse acceptance, or revoke acceptance of any of the Products without any liability to Seller.

5.5. Seller shall, at Seller's sole cost and expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of Products to Fruh for not less than thirty (30) business days during any foreseeable or anticipated event or circumstance that could interrupt or delay Seller's performance under these Terms, including any labor disruption, whether or not resulting from the expiration of Seller's labor contracts. Seller shall notify Fruh at least thirty (30) business days before the termination or

expiration of any collective bargaining or other labor agreement that relates to Seller's personnel involved in the delivery of the Products.

5.6. Prior to the shipment of any Product, Seller shall establish a quality system which shall conform to the requirements set forth by Fruh from time to time or, in the absence of such requirements, in accordance with the highest industry standards. Seller shall, on a continuous basis, identify ways to improve the quality, service, performance standards, and technology for the Products, including through participation in any of Fruh's quality improvement initiatives. Seller shall update its quality system and quality control plan as necessary to reflect the addition, deletion, or modification of controls based on the experience gained during the manufacturing process. Any such changes shall be subject to the prior written approval by Fruh.

5.7. Seller shall promptly provide written notice to Fruh of any of the following events or occurrences, or any facts or circumstances reasonably likely to give rise to any of the following events or occurrences: (a) any failure by Seller to perform any of its obligations under these Terms; (b) any delay in delivery of Products; (c) any defects or quality problems relating to Products; (d) any change in control of Seller; (e) any deficiency in Fruh's specifications, samples, prototypes, or test results relating to these Terms; (f) any failure by Seller, or its subcontractors or common carriers, to comply with law; or (g) any change in Seller's authorized representatives, insurance coverage, or professional certifications.

5.8. If Seller fails to meet its obligations hereunder or the applicable Confirmed Order, or if Fruh has reason to believe that Seller is not able to fulfill its obligations hereunder, Fruh may without any liability to Seller, refuse the obligations under these Terms until Seller has fulfilled its obligations hereunder.

5.9. Seller shall ensure that its customers, employees, agents, and other representatives comply with this Section 5.9.

5.10. Products and packaging manufactured according to Fruh's ideas, models, specifications, and/or drawings may not be delivered by Seller to third parties without Fruh's prior written consent, even if models or packaging were developed in cooperation with Seller.

5.11. Unless otherwise agreed, designs and other work products made especially for Fruh under any agreement become the sole property of Fruh upon delivery to Fruh, regardless of inventorship or authorship. Seller hereby assigns to Fruh all rights and interests (including but not limited to intellectual property) to such designs and work product.

5.12. Seller acknowledges and agrees that Fruh may incorporate the Products into its own products, sell, market, and distribute the Products, and/or the finished goods to Fruh's customers, in any manner that Fruh may, in its sole discretion, deems appropriate. Without limiting the foregoing, Fruh may distribute the Products under Fruh or any affiliate's brand name and/or with such other names and designations as Fruh may determine.

5.13. Seller shall store, free of charge, the quantity of Products to be held by Seller at Seller's facility to guard against failure of supply or unplanned demand as set forth from time to time by Fruh to ensure the fulfillment of Fruh's Orders. Seller shall clearly identify the Products as reserved for Fruh's disposition and keep Products separate and distinct from Seller's other property at all times. At any time, and from time to time during normal business hours, Seller shall permit Fruh to enter Seller's facility to inspect or remove Products ordered under Confirmed Orders.

5.14. Upon the expiration or termination of all agreements between Seller and Fruh or upon Fruh's request, Seller will take the following actions to transition production of Products from Seller to an alternative supplier without production disruptions: a) manufacture, deliver, and sell to Fruh a sufficient inventory bank of Products to ensure that the transition will proceed smoothly and without interruption or delay to Fruh, with pricing equivalent to the pricing in effect immediately before the expiration or termination, or request from Fruh; b) for any non-standard (i.e., not "off-the-shelf") Products, promptly: (i) provide to Fruh all requested information and documentation regarding and access to Seller's manufacturing process, including on-site inspections, bill-of-material data, Tooling and process detail, and samples of supplies and components; and (ii) assign to Fruh or an alternative seller any or all supply contracts or orders for raw materials or

components relating to these Terms and any outstanding Confirmed Orders; c) sell to Fruh any or all finished Products as set forth in outstanding Confirmed Orders; and d) for any non-standard (i.e., not "off-the-shelf") Products, sell to Fruh any or all of Tooling or other property used by Seller to manufacture Products upon written request by Fruh.

5.15. Upon Fruh's request, Seller shall promptly provide to Fruh, in such form and detail as Fruh requests, a list of all materials incorporated in the Products, the amount of such materials, and information concerning any changes in or additions to such materials. Seller shall only make changes to the materials used for the Products with prior written consent by Fruh.

5.16. Seller represents and warrants that the Products will be delivered free of radiation and will pass through a qualified radiation detection device. Seller shall certify in writing to Fruh that the Products are delivered free of radiation and indicate the foregoing on each bill of lading.

6. DELIVERY

6.1. For each shipment, a delivery note precisely listing Fruh's article number, the description of the Products, the number of items, as well as the gross and net weight must be enclosed or, if this is not possible, sent to the purchaser by e-mail (purchasing@fruh.us).

6.2. Fruh may provide, at its expense, on-site inspectors/technical assistants to conduct in-process inspections/audits as well as pre-shipment inspections at Seller's factory for outgoing shipments of the Products.

6.3. Time is of the essence for the delivery of the Products by Seller to Fruh. Seller agrees to ship the Products to Fruh and/or Fruh's affiliates, FCA Fruh's designated location (Incoterms 2020) or as otherwise agreed by Fruh in writing in the applicable Confirmed Order ("Delivery Location"). Seller shall promptly send Fruh a written notice if Seller is unable to deliver the Products on the delivery date. Such written notice shall not release Seller from liability for the delay.

6.4. If Seller does not comply with any of its delivery and performance obligations under Section

6 including but not limited to the failure to deliver within the agreed date, Fruh may, in Fruh's sole discretion and at Seller's sole cost and expense, (i) approve a revised delivery date, (ii) require expedited or premium shipment, or (iii) cancel the applicable Confirmed Order and obtain similar goods from other sources. Unless otherwise expressly agreed to by the parties in a Confirmed Order, Seller may not make partial shipments of Products to Fruh.

6.5. Notwithstanding the foregoing, if Seller fails to deliver the Products by the delivery date, Seller shall pay to Fruh one percent (1%) as liquidated damages for each day until Seller delivers the Products, as applicable (the "Liquidated Damages") to Fruh. The parties intend that the Liquidated Damages constitute compensation, and not a penalty. The parties acknowledge and agree that Fruh's harm caused by the delay would be impossible or very difficult to accurately estimate on the date of the Confirmed Order, and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from the delay. Seller's payment of the Liquidated Damages is Seller's sole liability and entire obligation and Fruh's exclusive remedy for any delay in delivery of the Products.

6.6. Partial deliveries and on-call deliveries must be expressly agreed by Fruh.

6.7. It is in Fruh's sole discretion to accept deliveries of Products in a quantity that is either more or less than the agreed quantity on the Confirmed Order. In no event shall Seller hold Fruh liable for the rejection of any additional volume of the Products.

7. PACKAGING, ASSUMPTION OF RISK, AND DELAY

7.1. Seller shall comply with Fruh's instructions and all applicable with respect to packaging, labeling, and applicable laws, rules, and regulations (including without limitation of custom laws). Without limiting Seller's obligations under Section 5.4, in each shipment, Seller shall provide Fruh with documentation and information as Fruh may request including but not limited to Confirmed Order number, shipment documentation, identification number of the Products, the quantity of pieces in shipment, the number of cartons or containers in shipment, the bill of lading number and

the country of origin. Seller shall be liable to Fruh for any damages to the Products in connection with inadequate packaging and labeling.

7.2. The use of reusable containers is only permitted with Fruh's prior written consent and at no additional cost to Fruh.

7.3. Packaging material that is to be returned by Fruh as agreed in the applicable Confirmed Order must be clearly marked as loaned packaging.

7.4. The title to the Products will pass to Fruh when the Products are delivered to the Delivery Location pursuant to Section 6.

8. EXAMINATION, CONFORMITY TO ORDER, AND RETURNS

8.1. If Fruh determines, in its sole discretion, that Products delivered under these Terms are nonconforming, Fruh may, at its option: (a) reject Products for a refund plus any inspection, test, shipping, handling, and transportation charges paid by Fruh; or (b) require prompt repair or replacement of such Products on Fruh's written instruction, (c) produce similar Products itself, (d) repair Products or have a third party repair the Products, or (e) retain the rejected Products, in each case without limiting the exercise by Fruh of any rights under these Terms, the Confirmed Orders or pursuant to applicable law. All returns of nonconforming Products to Seller are at Seller's sole risk and expense. Seller shall reimburse Fruh any and all costs incurred and/or damages and loss of profits suffered by Fruh resulting from any production downtime.

8.2. If Fruh exercises its option to return nonconforming Products, Fruh may ship from any location, at Seller's expense and risk of loss, the nonconforming Products to any Seller location.

8.3. If Fruh exercises its option to request from Seller to replace nonconforming Products, Seller shall, after receiving Fruh's shipment of nonconforming Products, at Seller's expense and risk of loss, ship to Fruh the replaced Products to the Delivery Location or such other location determined by Fruh.

8.4. Fruh may return Products purchased under these Terms to Seller for any or no reason.

8.5. For each returned Product, once Seller verifies its quantity and quality, Seller shall refund the price in cash or by return credit at Fruh's discretion.

8.6. If Fruh or any governmental authority determines that certain Products sold to Fruh by Seller are defective and a recall campaign is necessary, Fruh will have the right to implement such recall campaign and return defective Products to Seller or destroy such Products, as determined by Fruh in its reasonable discretion, at Seller's sole cost and risk. If a recall campaign is implemented, at Fruh's option and Seller's sole cost, Seller shall promptly replace any defective Products and provide such replacement Products to Fruh or Fruh's customer. The foregoing will apply even if the Product Warranty and any other product warranty applicable to the Products have expired. Fruh shall use its best efforts to collaborate with Seller in the event of a recall campaign. Seller will be liable for all of Fruh's costs associated with any recall campaign. Where applicable, Seller shall pay all expenses associated with determining whether a recall campaign is necessary.

9. PRODUCT WARRANTY

9.1. For a period of twenty-four (24) months starting from the date of sale by Fruh to Fruh's customer of the finished product into which the Product is integrated, the Products a) conform, in all respects, to the specifications on the Confirmed Order, b) are free from any defects in material and workmanship and any encumbrances, c) conform with Fruh's quality standards and best industry, d) are merchantable, e) do not infringe upon, violate, or misappropriate the intellectual property rights of any person f) are fit and sufficient for the particular purpose intended by Fruh and its customers, of which Seller is aware, and g) comply with all applicable laws including but not limited to applicable safety and accident prevention laws and environmental laws (the "**Product Warranty**").

9.2. In the event of a breach of the Product Warranty, Seller shall, at Fruh's discretion, repair, replace or issue a refund for the defective Product at Seller's sole cost and expense. In the event of the replacement or repair of a Product, the period of the Product Warranty for such Product shall start anew. In the event of Seller's breach of the Product Warranty with respect to certain Products delivered to Fruh in a batch and Fruh determines

that such defective Products cannot be separated from the rest of the delivered batch of Products, Fruh may request from Seller the replacement, repair of the entire batch or a full refund thereof, or cancel the Confirmed Order in its entirety without any liability to Seller.

9.3. Seller shall be liable for any costs, expenses, and damages incurred or suffered by Fruh or Fruh's customers due to Seller's breach of the Product Warranty including but not limited to cost of substitution for the Product and other incidental costs.

9.4. The Product Warranty (a) is in addition to all other warranties, express and implied statutory and common law, (b) extends to the Products' future performance, (c) survives Seller's delivery of the Products, Fruh's receipt, inspection, acceptance, use of the Products, incorporation of the Products in other goods, and payment for the Products, and the termination or expiration of the agreements between the parties, (d) inures to the benefit of Fruh, the users of Fruh's or its customers' products, and their respective successors and assigns, and (e) may not be limited or disclaimed by Seller. Fruh's approval of Seller's designs, materials, processes, drawings, specifications, or similar requirements will not be construed to relieve Seller of any warranties.

9.5. Seller hereby assigns to Fruh, with respect to Products sold to Fruh, all rights to the warranties of components manufactured by Seller's affiliates, or third parties for or on behalf of Seller. Seller warrants that all contracts with such affiliates and/or third parties permit such assignment.

10. CONFIDENTIALITY

10.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Fruh that is confidential or proprietary or due to its nature or under the circumstances of its disclosure Seller knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

10.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by Seller; (ii) is rightfully known by Seller at the time of disclosure without an

obligation of confidentiality; (iii) is independently developed by Seller without use of Fruh's Confidential Information; (iv) is rightfully received by Seller from a third party without restriction on use or disclosure; or (v) is disclosed with Fruh's prior written approval.

10.3. Seller shall not use Fruh's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, or representatives who have a bona fide need to know such Confidential Information to enable Seller to use the Products; provided that each such employee, agent, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 10.3. Seller will employ all reasonable steps to protect Fruh's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict Seller from disclosing Fruh's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that Seller gives reasonable notice to Fruh to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

10.4. In the event of a violation or threatened violation of Seller's obligations under Section 10, Fruh shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

11. TOOLING

11.1. All tooling, dies, test and assembly fixtures, gauges, jigs, patterns, casting patterns, cavities, molds, drafts, originals, negatives, printing plates, films, digital data, blister tools, punching knives, printing plates, embossing and printing rollers, samples, and documentation (including engineering specifications and test reports) used by Seller in connection with its manufacture and sale of the

Products, together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto is owned solely by Fruh (collectively, "Tooling"). Seller may not charge an additional fee to Fruh for the wear and tear and maintenance of Tooling that Seller uses specifically for the manufacturing and sale of the Products to Fruh. Seller may not use such Tooling for third party orders nor dispose of any such Tooling without Fruh's prior written consent.

12. MISCELLANEOUS

12.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

12.2. Seller may not assign any of its rights or delegate any of its obligations under these Terms or any Confirmed Order without the prior written consent of Fruh. Any purported assignment or delegation in violation of this Section 12.2. is null and void. No assignment or delegation relieves the assigning or delegating party of any of its obligations under these Terms or any Confirmed Order. These Terms together with the applicable Confirmed Orders shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Seller acknowledges and agrees that Fruh may, in its sole discretion, assign any of its rights or delegate any of its obligations under these Terms and/or the Confirmed Orders.

12.3. Seller shall not subcontract any work hereunder without the prior written consent of Fruh. Any consent, if granted, shall be without prejudice to Fruh, and Seller shall assume all liability for its permitted subcontracts hereunder. Seller shall ensure that all permitted subcontractors comply with all of the appropriate provisions of these Terms and the Confirmed Orders and that they sign appropriate agreements.

12.4. Fruh's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Seller shall not be construed as a waiver of any other present or future breach or breaches by Seller.

12.5. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

12.6. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

13. DATA PROTECTION

13.1. Any collection, processing and use of personally identifiable information provided by Seller to Fruh (if any) is governed by Fruh's privacy policy which can be found at fruh.us/data-protection as such may be amended by Fruh from time to time.

14. ENTIRE AGREEMENT; CONFLICTS.

14.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed Order, the provisions of the Confirmed Order will govern and control. Fruh may amend or modify these Terms from time to time. Fruh may, at its sole discretion, provide Seller with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

15. INDEMNIFICATION

15.1. Subject to the terms and conditions of these Terms and the Confirmed Orders, Seller, its affiliates, and suppliers involved in the performance of these Terms together with the applicable Confirmed Orders shall indemnify, defend, and hold harmless Fruh, its affiliates, and their respective representatives and/or Fruh's customers (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, and the costs of enforcing any right to indemnification under these Terms and the applicable Confirmed Order and the cost of pursuing any insurance providers, incurred by any Indemnified Party, relating to, arising out of or resulting from any third-party claim or any direct claim by an Indemnified Party alleging: a) a breach or non-fulfillment of any of Seller's representations, warranties, or covenants set forth in these Terms or the applicable Confirmed Order; b) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent acts or omissions of Seller, its affiliates or any of its representatives; c) that the use, resale, integration of the Product or a component thereof by Fruh infringes the right of a third party.

15.2. If any Product or a portion thereof is held to infringe an intellectual property right of a third party and an Indemnified Party shall be enjoined from selling or using the Product, Seller shall immediately, at the Indemnified Party's sole option and Seller's sole expense: (i) procure for the Indemnified Party the right to sell and/or use the Product or parts thereof free of any liability for infringement or (ii) replace or modify the Product or parts thereof with replacements or modifications which meet all of the original requirements and specifications relating to the Product or any part thereof, and which are acceptable to Fruh so that the Product becomes noninfringing.

15.3. The Indemnified Party shall promptly notify Seller in writing of any claim and cooperate with Seller at Seller's sole cost and expense. Seller shall not settle any claim without Fruh's prior written consent. Indemnified Party's failure to perform any obligations under this Section 15.3 shall not relieve Seller of its obligations under Sections 15.1 and 15.2 except to the extent that

Seller can demonstrate that it has been materially prejudiced as a result of such failure. An Indemnified Party may participate in and observe the proceedings at its own cost and expense.

16. INSURANCE

16.1. During the term of the agreements between the parties and for a period of five (5) years thereafter, Seller shall, at its own expense, maintain and carry in full force and effect, as a minimum, insurance with adequate coverage to ensure Seller's performance of its obligations under these Terms and the applicable Confirmed Orders.

16.2. Without limitation to Section 16.1, Seller shall maintain an all-risk property insurance covering all Tooling, Fruh's materials, finished Products, that are in Seller's possession or control for its full replacement value.

16.3. All insurance policies required pursuant to this Section 16 shall: a) be issued by insurance companies acceptable to Fruh; b) provide that such insurance carriers give Fruh at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, Seller shall have new insurance policies in place that meet the requirements of this Section 16; c) waive any right of subrogation of the insurers against Fruh or any of its affiliates; d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Fruh shall be excess and non-contributory; and e) name Fruh and Fruh's affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

17. LIMITATION OF LIABILITY

17.1. IN NO EVENT SHALL FRUH, ITS AFFILIATES OR ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY

BREACH OF THESE TERMS OR THE APPLICABLE ORDER, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT FRUH WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

18. APPLICABLE LAW AND JURISDICTION

18.1. These Terms and the Confirmed Orders shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than the Commonwealth of Pennsylvania. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

18.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in Chester County, Pennsylvania provided that notwithstanding the foregoing, Fruh shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for *forum non conveniens*) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

18.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.