

## **SHINSHO AMERICAN CORPORATION TERMS AND CONDITIONS OF PURCHASE**

SHINSHO AMERICAN CORPORATION (“Shinsho”) is engaged in importing, exporting, sale and distribution of steel products including, but not limited to, ferrous metal materials, non-ferrous metal materials, alloy metals, fossil fuels, chemical elements, minerals, and fabricated parts (“Product(s)”); and supplier is the provider of Products (“Supplier”).

1. Controlling Terms and Conditions; Unless otherwise agreed in writing by Shinsho, these Terms and Conditions of Purchase (“T&Cs”) preempt the existence of and/or overrides any other agreements or terms and conditions of sale issued or published by Supplier. A Sales Order submitted by Supplier constitutes Supplier’s automatic consent to all T&Cs and constitutes an agreement between Shinsho and Supplier (“Agreement”). T&Cs are specifically incorporated by this reference into every Shinsho quote, Supplier’s Sales Order, written or digital sales confirmation, agreement and invoice between Supplier and Shinsho. **IF ANY T&Cs ARE NOT ACCEPTABLE TO SUPPLIER EXACTLY AS PROVIDED HEREIN, SUPPLIER MUST PROMPTLY INFORM SHINSHO IN WRITING PRIOR TO SENDING A SALES ORDER OR WRITTEN OR DIGITAL SALES CONFIRMATION.**

2. Delivery; Inspection; Rejected Products: Time is of the essence. If a delivery is not expected to be made on-time, Supplier will notify Shinsho and will take all reasonable steps at Supplier’s own cost to expedite delivery; provided, however, Shinsho reserves the right, without liability, in addition to its other rights and remedies, to cancel an order by notice to Supplier and arrange for completion and/or purchase of substitute items elsewhere and to charge Supplier with any loss or additional costs incurred. For all shipments (domestic or international), Supplier will own the Products from its manufacturing facility to Shinsho’s named place of delivery and title shall not pass and delivery shall not be deemed to occur until Shinsho has received the Products at Shinsho’s named place of delivery. All risk of loss during carriage/transportation shall be the responsibility of Supplier, and the Products will be considered delivered only upon receipt at Shinsho’s named place of delivery in conformance with the terms and conditions of an order. Shinsho has no obligation to obtain insurance while the Product is in transit from Supplier’s facility to Shinsho’s named place of delivery. Supplier will use Shinsho’s preferred carrier for transporting the Products from Supplier’s facility to Shinsho’s named place of delivery. Domestic shipments will be freight collect unless otherwise agreed to by Shinsho’s corporate logistics department. For international shipments, Supplier shall make the Products available for export fully cleared from customs and shall arrange for delivery of the Products to the consolidating hub or to Shinsho’s specified carrier’s container yard at the port of shipment. Supplier shall obtain all necessary export licenses and authorizations, and shall assume responsibility for all fees and costs associated therewith and with getting the Products ready for loading, including but not limited to export customs clearance and associated documentation fees. Supplier shall be responsible for the costs of checking operations, packaging and appropriate marking which are necessary for the purpose of delivering the Products and shall also be responsible for loading of the Products at Supplier’s dock. Supplier shall provide, at Supplier’s cost, the delivery order and/or usual transport document required for Shinsho to take delivery of the Products. Supplier shall give Shinsho sufficient notice of the dispatch of the Products and any other notice necessary to take delivery of the Products. Shinsho shall pay for the costs of pre-shipment inspection except when such inspections are required by the country of export. Shinsho shall obtain all necessary import licenses and authorizations and shall assume responsibility for all fees and costs associated with import customs formalities, including but not limited to import clearance, duties and administrative costs. With the exception of fees and costs associated with (i) obtaining all necessary export licenses and authorizations, (ii) getting Products ready for loading, (iii) checking operations, packaging and appropriate marking of the Products and (iv) loading of Products at Supplier’s dock, Shinsho is responsible for all costs for carriage/transportation from Supplier’s facility to Shinsho’s named place of delivery. At Shinsho’s option and request, Supplier will prepay the carriage/transportation costs from Supplier’s facility to port of

export and add such costs to Shinsho's invoice. Otherwise, all carriage/transportation costs from Supplier's facility to Shinsho's named place of delivery are freight collect. Notwithstanding the foregoing, Supplier is responsible for any costs, fees, expenses or penalties incurred as a result of Supplier's failure to hire a Shinsho approved carrier without Shinsho's prior written consent or to otherwise follow Shinsho's instructions. In all forms of documentation and communication including printed and electronic forms, these terms shall be referred to as "EMR2006". Supplier shall provide commercial invoice to Shinsho upon delivery of the Products to the final destination, at which time the terms of payment will begin to run. Shinsho will pay for the Products as provided in the terms and conditions of this Order. Supplier shall obtain Shinsho's prior written approval for partial shipments prior to shipment. All materials shall be suitably packed, marked, loaded and shipped in accordance with the requirements of common carriers. Damage to any material not so packed will be charged to Supplier. No charge shall be made by Supplier for packing, boxing, drayage, loading or storage unless otherwise stated herein. Products rejected and returned shall not be replaced by Supplier without the prior written authorization of Shinsho. The Products shall be subject to inspection and testing by Shinsho before and after receipt. Any Product furnished and the time and manner of delivery thereof must comply precisely with the terms of these T&C's. Any failure to so conform constitutes a substantial impairment of the value of the whole order and shall entitle Shinsho, at its sole option, to cancel all or any part of an order and to return to Supplier any Products previously delivered to Shinsho, without right in Supplier to cure such failure and Supplier shall pay all transportation charges for the delivery to Shinsho and any return to Supplier and Shinsho, at its sole discretion, may obtain replacement Products from another supplier. Should the cost of such replacement Products exceed the agreed upon price for such Products between Shinsho and Supplier, Supplier shall reimburse Shinsho for the additional cost or Shinsho will off-set such costs against amounts owed to Supplier. Products or equipment rejected or not purchased by Shinsho which utilize or carry any logo, insignia, name, trade name, trademark, tradename, symbol, decorative sign, evidence of inspection or other related markings of Shinsho or any of its related entities shall have the same removed, not obliterated, prior to any sale, use or disposition, if such sale or disposition is permitted by Shinsho.

3. Discounts; Taxes: Any cash discount normally provided by Supplier to any Shinsho shall apply to the Products. Unless otherwise provided herein, Supplier shall pay, defend and hold Shinsho harmless from the assessment or imposition of any customs import or export duties, excise, use or other tax (however designated) upon the importation of tooling or equipment or production, sale, delivery or use of the Products to the extent such assessments or impositions are required or not forbidden by law to be borne by Supplier.

4. Payment of Purchase Price: Shinsho shall pay the purchase price for the Products by telegraphic transfer to such bank account designated by Supplier or such other manner as set forth in the Individual Contract. Any change of payment terms such as payment date and payment method may only be made by written agreement by duly authorized representatives of the parties.

5. Warranty: Supplier warrants that, for a period of two (2) years from the date a Product is delivered to Shinsho, such Product will be free from any defects in design, material and workmanship, such Product will be in conformity with any applicable drawings and specifications, and title to such Products shall be unencumbered. Payment for Products will not constitute approval or acceptance of goods or services by Shinsho; Shinsho's right of inspection will survive payment. Shinsho reserves the right to return, at Supplier's expense, any defective or nonconforming Products or shipments received contrary to an order. If requested by Shinsho, Supplier will, at Shinsho's option, refund the purchase price of the Products, or correct or replace, at Supplier's expense, the defective or nonconforming Products within ten (10) days after notice by Shinsho to Supplier. All costs in connection with or as a result of such defective or nonconforming Products, including, without limitation, cost to transport the Products from Shinsho to Supplier and return shipment to Shinsho, will be borne by Supplier. This warranty will then continue as to the corrected or replaced Products for two (2) years after the date of delivery of the corrected or replaced Products to Shinsho. If Supplier fails to repair or replace the Product within the time periods set forth herein, Shinsho may repair

or replace the defective or nonconforming goods at Supplier's expense. Rejected or nonconforming Products will not be deemed delivered on-time unless corrected or replaced Products are delivered within the on-time period applicable to these T&C's.

6. Compliance with Applicable Laws: Supplier represents, warrants and covenants that all of the Products, merchandise, and materials delivered and/or services rendered will be and will have been produced and/or provided in compliance with all applicable laws, rules, regulations, orders, treaties and other requirements of federal/national, state/provincial and local governments and agencies thereof, including, without limitation, those relating to labor (including, if applicable, all provisions of the U.S. Fair Labor Standards Act of 1938, as amended), health, safety and the environment. If any of the Products are purchased for incorporation into products sold under a government contract or subcontract, the terms required to be inserted by that contract or subcontract, including any applicable non-discrimination or related employment laws or regulations, shall be deemed to apply to any order. In particular, if any contract or subcontract is with the U.S. federal government, with respect to any employment activity within the U.S. **Supplier (i) agrees not to discriminate against any employee or applicant for employment on the basis of sex, race, color, religion, national origin, age, marital status, political affiliation or sexual orientation, gender identity, disability, status as a disabled veteran, a veteran of the Vietnam era, Active Duty Wartime or Campaign Badge Veterans or any other protected group status and (ii) agrees to take affirmative action to employ and advance in employment qualified individuals with disabilities and qualified protected veterans. Unless exempted, the Equal Opportunity clauses set forth in 41 CFR 60-1.4(a), 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a) are incorporated into these T&C's by reference as if fully stated herein. Unless exempted, Supplier agrees to comply with the requirements of these Equal Opportunity clauses and further agrees to comply with the provisions of 41 CFR 60-300.5(a) (listing job openings with the state workforce agency), 41 CFR 61-250.10 and/or 41 CFR 61-300.10 (annual reporting of covered veterans), and 29 CFR Part 471, Appendix A to Subpart A (posting of employee notice).** All rating or certification requirements specified in such government contract or subcontract or of which Supplier has knowledge shall be complied with. Supplier agrees to furnish Shinsho a certificate of compliance with any such laws and certification requirements in such form as may be requested by Shinsho. Supplier shall, at its sole cost, secure and maintain all necessary licenses, permits, authorizations or other approvals required for the operation of Supplier's business or any property used therein, or as necessary for Supplier's performance hereunder. Supplier shall immediately notify Shinsho in the event that Supplier is not in compliance with any provision of this Section.

7. Intellectual Property: Supplier warrants that the Products and the sale and use of them will not infringe any United States or foreign patents, trademarks, tradeness, copyrights, trade secrets or any other form of intellectual property, and Supplier acknowledges that Shinsho's patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property that Shinsho provides to Supplier are Shinsho's exclusive property and Supplier disclaims all rights in same. Where payment is made for experimental, developmental, or research work, as such, to be performed in accordance with special requirements of Shinsho, Supplier agrees to disclose and on request to assign to Shinsho each invention, property right, confidential process or know-how, and trade secret resulting therefrom or other form of intellectual property and Supplier shall disclaim all rights in same.

8. Indemnity: SUPPLIER WILL INDEMNIFY AND HOLD HARMLESS SHINSHO AND ITS SUCCESSORS AND ASSIGNS AGAINST ANY AND ALL SUITS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER COSTS OF DEFENDING ANY ACTION) ("LOSSES") WHICH SUCH PARTIES MAY SUSTAIN OR INCUR (A) IN CONNECTION WITH A BREACH OF ANY REPRESENTATION, WARRANTY, OR UNDERTAKING MADE BY SUPPLIER OR SUCH PARTIES' ENFORCEMENT OF THESE T&C'S, OR (B) IN CONNECTION WITH THE DESIGN, DEVELOPMENT, MANUFACTURE, DISTRIBUTION, SALE, USE, OR REPAIR OF THE PRODUCTS, WHETHER THE

CLAIM BE BASED UPON A THEORY OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY, OTHER TORT, INFRINGEMENT, MISAPPROPRIATION OR ANY OTHER LEGAL THEORY, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF SHINSHO, OR (C) AS A RESULT OF ANY SUIT, CLAIM, OR DEMAND UNDER ANY ENVIRONMENTAL, HEALTH, SAFETY OR OTHER LAWS, RULES, REGULATIONS OR REQUIREMENTS, IN CONNECTION WITH THE MANUFACTURE, DISTRIBUTION, TRANSPORTATION, STORAGE, USE OR DISPOSAL OF THE PRODUCTS OR OF RAW MATERIALS BY SUPPLIER. IF SUPPLIER'S PERFORMANCE REQUIRES SUPPLIER, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES TO PERFORM SERVICES OR LABOR IN THE PLANTS OR ON THE PREMISES OF SHINSHO, ITS AGENTS, CUSTOMERS, OR USERS, SUPPLIER AGREES TO INDEMNIFY AND HOLD HARMLESS SHINSHO AGAINST ALL SUITS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES FOR INJURY OR DAMAGE TO PERSON OR PROPERTY ARISING OUT OF SUCH PERFORMANCE, EXCEPT TO THE EXTENT CAUSED BY SHINSHO. SUPPLIER AGREES THAT IT WILL, WHEN REQUESTED AND GIVEN REASONABLE NOTICE OF THE PENDENCY OF ANY SUCH SUITS, CLAIMS OR DEMANDS, ASSUME THE DEFENSE OF SHINSHO AND ITS RESPECTIVE SUCCESSORS AND ASSIGNS AGAINST ANY SUCH SUITS, CLAIMS OR DEMANDS. ADDITIONALLY, SUPPLIER EXPRESSLY AND SPECIFICALLY WAIVES ALL IMMUNITY THAT MAY BE AFFORDED SUPPLIER UNDER THE WORKERS' COMPENSATION LAWS OF ANY STATE OR JURISDICTION.

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

10. Force Majeure: Shinsho and Supplier shall not be liable for any delay or failure of performance due solely to strikes, lockouts or other labor disputes, fires, acts of God or other causes beyond the affected party's reasonable control; provided, the affected party shall have given notice to the non-affected party of any such cause for delay or anticipated delay promptly following the commencement thereof and shall have used the affected party's best efforts to make or accept deliveries, as the case may be, as expeditiously as possible. If Shinsho believes that the delay or anticipated delay in Supplier's deliveries may impair Shinsho's ability to meet its production schedules or may otherwise interfere with Shinsho's operations and such delay may last for a period of time that exceeds ten (10) days, Shinsho may at its option, and without liability to Supplier, immediately terminate any order. In the event of a shortage, Supplier agrees to allocate its total available supply of Products among Shinsho and Supplier's other customers, if applicable, on a fair and equitable basis.

11. Cancellation, Termination and Suspension: Shinsho reserves the right to cancel all or any part of the undelivered portion of any order. Any order may be terminated by Shinsho or by Supplier at any time immediately upon written notice in the event of the other party's material breach of any term or provision of these T&C's or upon the occurrence of any of the following events: (a) such other party makes an assignment for the benefit of creditors, or is subject to any voluntary or involuntary provincial or federal receivership, insolvency or bankruptcy proceedings, or becomes unable, or admits in writing its inability, to meet its obligations as they mature; (b) such other party makes any materially false or misleading statement, representation or claim; (c) such other party fails to prosecute the work so as to endanger performance of any order; (d) dissolution or liquidation of such other party; and/or (e) such other party's failure to pay any indebtedness which is due and payable and which failure is not remedied within 60 days following written notice. Shinsho will not be responsible for any specific cancellation fees or charges.

Notwithstanding anything to the contrary in any order, upon termination, cancellation or expiration of an order, Supplier shall immediately cease use of any of Shinsho's intellectual property, trade secrets and formula(e) and shall have no further right to use the same. If any order is cancelled due to an event caused by Supplier or resulting from Supplier's acts or omissions, Shinsho may complete Supplier's performance by such reasonable means as Shinsho determines, and Supplier shall be responsible for, and shall indemnify Shinsho against any damages and reasonable costs, including, without limitation, attorneys' fees, incurred by Shinsho as a result thereof.

12. Survival: The terms of Sections 3, 5, 6, 7, 8, 11, 13, 17, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 of these T&C's shall survive the termination, cancellation or expiration of any order.

13. Confidential Information; Confidentiality: "Confidential Information" includes all proprietary information and any and all non-public information, documents, data, and know-how which Shinsho may disclose to Shinsho relating to its products, services, business, and pricing. Shinsho agrees that it shall use such Confidential Information solely for the purposes of providing Products to Shinsho, and that it shall not, at any time during or after the term contained herein, disclose such Confidential Information, directly or indirectly, to any third-party or otherwise use such Confidential Information, without Shinsho's prior written consent. Upon Shinsho's request, Supplier shall promptly return all Confidential Information to Shinsho together with any copies thereof.

14. Information Security: Without limiting Supplier's obligations elsewhere in these T&C's, Supplier shall implement baseline security safeguards and controls that are no less rigorous than accepted industry practices, specifically those set forth in the latest published version of (i) National Institute of Standards and Technology Special Publication 800-53, or (ii) ISO/IEC 27001, in order to protect Shinsho's Confidential Information, any other data of Shinsho or its personnel, and Shinsho's systems (all the foregoing referred to collectively as "Shinsho's Data and Systems"). Upon reasonable notice to Supplier, Shinsho shall have the right to review Supplier's policies, processes, controls, and results of internal and/or external reviews of processes and controls associated with Shinsho's Data and Systems (collectively, "Supplier's Processes and Controls") prior to and during the performance of any order, including immediately at any time after any security incident incurred by Supplier that may impact Shinsho's Data and Systems. Additionally, Shinsho at its own expense shall be entitled to perform, or to have performed by an independent third-party, an on-site audit of Supplier's Processes and Controls. In lieu of an on-site audit, upon request by Shinsho, Supplier agrees to complete, within twenty (20) days of receipt, an audit questionnaire provided by Shinsho regarding Supplier's information security program. Supplier shall implement any required safeguards as identified by Shinsho or information security program audits.

15. Financial Information: Should Shinsho have concerns about Supplier's financial condition and/or ability to supply hereunder, Supplier shall supply information requested by Shinsho, which Shinsho feels is necessary to address said concerns. Supplier shall promptly deliver the requested financial information to Shinsho within ten (10) business days of any such request.

16. Changes: Shinsho reserves the right to change any specifications, drawings, delivery dates, quantities and items covered by any order. If such change would materially affect the price or delivery date, Shinsho and Supplier shall mutually agree upon an equitable adjustment in the price and/or delivery date to reflect the effect of such change; provided Supplier shall have notified Shinsho in writing of any claim for such adjustment within thirty (30) days from the date of such notice from Shinsho. Supplier shall not suspend performance of any order while Shinsho and Supplier are in the process of making such changes and any related adjustments to any order. Supplier agrees that it will not make any process or manufacturing changes which might affect the performance, characteristics, reliability or life of the Products, or substitute any materials without prior written approval of Shinsho.

17. Compliance with Law and Disclosure of Product Restrictions and Required Warnings: Supplier represents, warrants and covenants that all Products, including chemical substances or materials constituting or contained in the Products or parts of Products are in compliance with all applicable chemical legislations and the related national implementing legislations, each as amended, varied or otherwise restated or amended from time to time, including, but not limited to, Toxic Substances Control Act (TSCA) of 1976 (15 U.S.C. §§ 2601 et seq.), Restriction of Hazardous Substances (“RoHS”) Directive 2011/65/EU, Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations (2011)(UK/N. Ireland), the Chinese Administrative Measures for Restriction of Hazardous Substances in Electrical and Electronic Products (RoHS II, July 2016), the EU Registration, Evaluation, Authorization and Restriction of Chemicals (“REACH”)(EU/2006/1907), China REACH (MEE Order 12)(2011), Japan Chemical Substances Control Law (“CSCL”)(Act No. 117), and all other applicable product-related environmental and regulatory requirements or rules of the jurisdictions in which the Products will be delivered or marketed, including all federal, national, provincial, regional, state, and local laws, statutes, regulations, ordinances, administrative rules, orders that have the effect of law, and judicial rulings and opinions (“Laws”) (e.g. EU Battery Directive, WEEE, Ecodesign Directive, etc.). Supplier is and remains fully responsible for compliance at its sole cost with any applicable Laws, each as amended, varied or otherwise restated from time to time. Products shall not contain any chemicals that are banned or otherwise restricted in use or disposal under any Law or otherwise not compliant with the specifications provided in writing by Supplier and Shinsho. Supplier is responsible for ensuring that Products are properly packaged, marked, labeled, documented, shipped, and/or registered under applicable Law. Any warnings, cautionary statements, and safety data sheets required by Law for the Products must be disclosed in writing by the Supplier to the Shinsho. At Shinsho’s request, Supplier shall provide the chemical composition, including proportions and weight of substance, mixture, and any other relevant information or data, including but not limited to full or partial material declarations, or declaration of conformity with applicable Law. Supplier undertakes to duly and immediately inform Shinsho of any changes affecting compliance with any applicable Law. Insofar as Products, parts of Products or substances are not supplied in accordance with any requirement of this Section 17, Shinsho reserves the right to cancel any order in whole or in part without liability, or, at Shinsho’s sole option, to require cure of any noncompliance, without prejudice to any other remedies Shinsho may have under these T&C’s. In case of cancellation of any order or proven violations of compliance with any applicable Law by Supplier, Supplier undertakes to indemnify and hold Shinsho harmless from any claim, liability, loss, damage, judgment and/or external responsibility, irrespective of its legal ground, and to bear any and all harm, loss or damage arising to Shinsho’s disadvantage in the event of infringement.

18. Additional Protections: Supplier shall comply with all International Plant Protection Convention (“IPPC”) regulations on solid wood packaging material (“SWPM”) as outlined in ISPM-15 and elsewhere. Supplier shall ensure, and provide appropriate certification, that all SWPM shall be marked with the IPPC logo, country code, the number assigned by the natural plant protection organization and the IPPC treatment code.

19. Supply Chain Security: Supplier warrants that it has reviewed its supply chain security procedures and that these procedures and their implementation are in accordance with the criteria set forth by the Customs-Trade Partnership Against Terrorism (“C-TPAT”) program of the U.S. Bureau of Customs and Border Protection. Specifically, Supplier warrants that it is applying C-TPAT prescribed inspectional methods prior to loading of the transport conveyance; is maintaining secure control over its loaded and empty transport conveyances; is controlling and applying certified high security seals for securing transport conveyance doors; and, is ensuring that its business partners are observing the criteria set forth by C-TPAT. Supplier further warrants and represents that it has developed and implemented, or will develop and implement, procedures for periodically reviewing and, if necessary, improving its supply chain security procedures. Specifically, Supplier agrees to conduct an annual security audit at each of its facilities and to take all necessary corrective actions to ensure conformity with C-TPAT standards. Supplier agrees to share with

Shinsho the results of such annual audits and agrees to prepare and submit to Shinsho a report on the corrective actions taken in response thereto. In the event Supplier fails to take an appropriate corrective action, Shinsho may, but is not required to, terminate any order. Shinsho's auditors will be provided access to Supplier's records and facilities for the purpose of verifying that Supplier's procedures are in accordance with the criteria set forth by C-TPAT. If Supplier is enrolled in any supply chain security accredited programs, such as C-TPAT or other similar programs that may exist in the country of Supplier, then Supplier shall provide Shinsho with documentary evidence of such enrollment.

20. Choice of Law; Governing Law: The validity, construction, performance, and effect hereof and all sales by Shinsho shall be governed by the laws of the State of Michigan, USA, without regard to principles of conflicts of law. Exclusive jurisdiction for any dispute arising hereunder shall be brought in the courts of the State of Michigan, USA. To the extent permitted by law, nothing in these T&C's shall be interpreted against a party solely because it drafted the T&C's.

21. IMMEX: If Supplier is delivering Products into Mexico, Supplier is and remains solely responsible for full compliance with IMMEX program regulations as well as all applicable sections of the Foreign Trade General Rules (*Reglas de Caracter General en Materia de Comercio Exterior*) and any and all other laws and regulations related to the transportation and delivery of Products into Mexico. Supplier shall also not directly or indirectly allow any products from China or other foreign country of origin to be shipped to Mexico prior to being transported into the United States with the intent or for the purpose of avoiding Section 232, Section 301, or any other applicable United States tariff, tax or any other customs duty or fee.

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

23. Conflict Minerals Compliance: Supplier agrees to trace and certify or, if Supplier does not manufacture the Products, to require the manufacturer of the Products to trace and certify, the country of origin of minerals used in all materials used by Supplier or the manufacturer in the Products or parts of Products or in the manufacture of the Products or parts of Products and to promptly provide Shinsho with such documents and certifications as requested by Shinsho to satisfy Shinsho's Securities Exchange Commission reporting obligations under Section 1502 of the Dodd-Frank Act relating to Conflict Minerals.

24. Delivery of Suspect/Counterfeit, Fraudulent and Substandard Items ("CFSI's"): Supplier is hereby notified that the delivery of suspect/counterfeit items is of special concern to Shinsho. If any parts covered by any order are described using a manufacturer part number or using a product description and/or specified using an industry standard, Supplier shall be responsible to assure that the parts supplied by Supplier meet

all requirements of the latest version of the applicable manufacturer data sheet, description, and/or industry standard. If Supplier is not the manufacturer of the Products, Supplier shall make all reasonable efforts to assure that the parts supplied under any order are made by the Original Equipment Manufacturer (“OEM”) and meet the applicable manufacturer data sheet or industry standard. Should Supplier desire to supply a part that may not meet the requirements of this paragraph, Supplier shall notify Shinsho of any exceptions and receive Shinsho’s written approval prior to shipment of the replacement parts to Shinsho. If suspect/counterfeit parts are furnished under any order or are found in any of the Products delivered hereunder, such items will be dispositioned by Shinsho and/or the OEM, and may be returned to Supplier. Supplier shall promptly replace such suspect/counterfeit parts with parts acceptable to Shinsho, and Supplier shall be liable for all costs, including but not limited to Shinsho’s internal and external costs, relating to the removal and replacement of said parts. Shinsho’s remedies described herein shall not be limited by any other clause which is agreed upon between Shinsho and Supplier in any order. At Shinsho's request, Supplier shall return any removed counterfeit parts to Shinsho in order that Shinsho may turn such parts over to its government customer for further investigation. Supplier agrees that any government or quasi-government directive, such as a GIDEP (Government-Industry Data Exchange Program) alert indicating that such parts are counterfeit, shall be deemed definitive evidence that Supplier's parts contain counterfeit parts. To mitigate the CFSI risk, Shinsho requires Supplier to recognize this risk by introducing into Supplier’s quality assurance program a documented process to prevent, detect and disposition suspect CFSI’s.

25. Personal Data Protection: Personal Data, defined as any information relating to an identified or identifiable natural person, shall be considered Confidential Information and afforded all of the protections set forth in these T&C’s. In addition to and without limiting the terms generally applicable to Confidential Information, the parties agree that each shall process, apply, view and use Personal Data only to the extent necessary to perform under any order. Neither party shall transfer or otherwise allow the use of Personal Data of the other party unless expressly instructed or authorized by the other party. Both parties shall comply with applicable laws, regulations and best practices relating to data privacy and data security.

26. Severability: If any part, term or provision of these T&C’s is held to be illegal, unenforceable, in conflict with any law or otherwise invalid, in whole or in part, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the T&C’s did not contain the particular part, term or provisions held to be illegal, unenforceable or invalid.

27. Notices: Any notice required or permitted to be given by either party to the other under these T&C’s shall be in writing, unless otherwise specified herein, addressed to the other party as follows:

To Shinsho:

Shinsho American Corporation  
Attn: Vice President of Sales  
26200 Town Center Drive, Suite 220,  
Novi, Michigan 48375  
Telephone: (248) 675-0058  
Fax: (248) 675-0061

Or at such address that Shinsho shall provide to Supplier in writing.

To Supplier:

At any published contact address or email address of Supplier of which Shinsho has record.

E-mail notification will be sufficient and acceptable written notice if said e-mail notice is sent to the appropriate individual of the party who placed, authorized and/or approved the order at issue. Any e-mail notice sent will be deemed received on the day such notice was sent. Any written notice sent using any other manner will be deemed to have been received upon the earlier of: (i) actual receipt by the party to whom the notice is directed, and (ii) the second business day after delivery.

28. Limitation of Liability and Remedies. SHINSHO SHALL IN NO EVENT BE LIABLE TO SUPPLIER FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT, WHETHER ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, NOTWITHSTANDING SHINSHO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SHINSHO'S AGGREGATE LIABILITY FOR ALL CLAIMS OF SUPPLIER OR ANY THIRD-PARTY, IN ANY WAY IN CONNECTION WITH THE PRODUCTS, WHETHER ARISING IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) SHALL BE LIMITED TO THE FULLEST EXTENT ALLOWED BY LAW TO THE COSTS OF PROVIDING SAID PRODUCTS.

29. Exclusive Agreement: This Agreement by and between Shinsho and Supplier for the purchase and delivery of Product(s) created hereby, constitutes the entire agreement by and between Shinsho and Supplier with regard to the subject matter thereof and shall exclusively determine the rights and obligations of Shinsho and Supplier with regard to providing said Product(s), any prior course of dealing, custom or usage of trade or course of performance notwithstanding, and may not be modified by Supplier except in separate writing signed by an authorized agent of Shinsho.

30. Assignment. Supplier shall not assign any Agreement or order entered into to any third party without the express written consent of Shinsho. All of the terms and conditions contained herein shall extend to and be binding upon all successors and assigns of the respective parties hereto.

31. Audit/Retention of Records. Supplier shall maintain books and records relating to the performance of all transactions conducted under any agreement between the parties. Books and records, including information stored in databases or other computer systems, shall be maintained by the Supplier for a period of ten (10) years from the date of final payment under any order, and shall be available for review or audit by representatives of Shinsho and any other internal or external auditors or governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Supplier shall cooperate fully with any such audit and with any investigation conducted by any such entities. Supplier shall not impose a charge for any audit or examination of Supplier's books and records.

32. No Waiver. No waiver of any term or default of any term hereof shall be deemed a waiver of any other term or default of the same term or default on another occasion. The failure of either party to enforce its rights under the T&Cs, at any time for any period, shall not be construed as a waiver of such rights.