

TRANSCON CONVEYOR, LLC

GENERAL TERMS AND CONDITIONS

THE APPLICABLE SUPPLY AGREEMENT, SERVICE AGREEMENT, INVOICE, CREDIT APPLICATION, PURCHASE ORDER, AGREEMENT, AND/OR ANY DOCUMENT(S) ANCILLARY TO THE FOREGOING (COLLECTIVELY, THE "AGREEMENT"), BY AND BETWEEN THE ENTITY OR PERSON NAMED AS THE "CUSTOMER," "PURCHASER," OR "BUYER" (THE "CUSTOMER") IN THE AGREEMENT AND **TRANSCON CONVEYOR, LLC**, AN OHIO LIMITED LIABILITY COMPANY, TOGETHER WITH ITS RESPECTIVE AFFILIATED ENTITIES (COLLECTIVELY, "TRANSCON" OR "COMPANY"), (WHICH AGREEMENT IS INCORPORATED INTO AND MADE A PART OF THESE TERMS AND CONDITIONS) IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS ("TERMS AND CONDITIONS"). THESE TERMS AND CONDITIONS TAKE ABSOLUTE PRECEDENCE AND PREVALENCE OVER ANY TERMS AND CONDITIONS OF THE CUSTOMER. EXECUTION AND/OR ACCEPTANCE, AS THE CASE MAY BE, OF THE AGREEMENT BY CUSTOMER AND/OR ANY ACCEPTANCE BY CUSTOMER OF SERVICES AND/OR GOODS SHALL CONSTITUTE ASSENT BY THE CUSTOMER TO THESE TERMS AND CONDITIONS. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THE AGREEMENT (OR ANY DOCUMENT ANCILLARY TO THE AGREEMENT) AND THESE TERMS AND CONDITIONS, THESE TERMS AND CONDITIONS SHALL CONTROL. TRANSCON AND CUSTOMER EXPRESSLY AGREE THAT TRANSCON MAY MODIFY THESE TERMS AND CONDITIONS FROM TIME TO TIME, AND SUCH MODIFICATIONS SHALL BE BINDING UPON THE CUSTOMER AS OF THE DATE OF SUCH MODIFICATIONS.

1.0 Definitions. Capitalized terms not otherwise defined in these Terms and Conditions shall have the meanings ascribed to them in the Agreement.

1.1. Affiliate: Affiliate means, with respect to either Transcon or Customer, any other entity which controls, is controlled by, or is under common control with Transcon or Customer, as the case may be. The term "control" means the power, directly or indirectly, to direct or cause the direction of Transcon's or Customer's management and/or policies, whether through the ownership of voting securities, by contract, or otherwise.

1.2. Transcon: Transcon Conveyor, LLC, an Ohio limited liability company, together with its Affiliates.

1.3. Customer: The person, firm, corporation or other entity named as Customer, Purchaser, and/or Buyer in the Agreement, together, jointly and severally, with its Affiliates.

1.4. Goods: Products and/or Goods, as set forth in the Agreement, offered, sold and provided to Customer by Transcon.

1.5. Services: Services, as set forth in the Agreement, offered and provided to Customer by Transcon.

2.0 Services; Goods; Shipping; Pricing.

2.1. Customer may order Services and/or Goods by delivering a written purchase order specifying the Services and/or Goods being ordered, the quantity, delivery date and delivery address. For such orders, the Customer and Transcon may use email confirmation or other applicable documentation, however, all such transactions shall be governed by these Terms and Conditions. All purchase orders are subject to acceptance by Transcon's authorized representative, and shall be effective only when accepted by Transcon in a written sales order (which may be communicated by email). No order can be validly accepted orally. All custom or non-standard items, if any, shall be ordered from Transcon and supplied to Customer only on a non-cancellable and non-returnable basis. Transcon shall provide Customer with the Services and/or Goods for the prices set forth in the Agreement.

2.2. Customer shall be responsible for all shipping costs, sales, use, customs, duties, and tariffs associated with the Services and/or Goods. Transcon, in its sole discretion, shall ship all products (to the extent applicable) on

either: (i) Transcon's account with Transcon's preferred carrier; or (ii) the Customer's account with Customer's preferred carrier. In the event Transcon elects to ship products on Customer's account with Customer's preferred carrier, Customer shall provide Transcon with its account information for its preferred carrier, i.e. FedEx, UPS, DHL, etc. All risk of loss is transferred to Customer when Goods are loaded on carrier at Transcon's facility.

2.3. A purchase order cannot be terminated, cancelled or modified, or shipment deferred after acceptance of Customer's order by Transcon, except with Transcon's prior written consent and subject to conditions then agreed upon which shall indemnify Transcon against liability and expense incurred and commitments made by Transcon and which shall provide for a fifteen percent (15%) cancellation fee, profit on work in process and contract value of Services completed and/or products or Goods completed and ready for shipment. Customer's wrongful rejection of Services and/or Goods, or cancellation or repudiation of any Agreement to purchase Services and/or Goods, shall entitle Transcon to recover, in addition to any incidental damages caused by Customer's wrongful rejection, cancellation or repudiation, damages equal to the profit (including reasonable overhead) which Transcon would have realized had Customer fully performed, plus Transcon's costs and expenses incurred prior to receipt by Transcon of notice of cancellation by Customer. In the event Customer fails to timely make payment to Transcon of any amounts due and owing to Transcon (including any applicable surcharge, tax, or freight charge), Transcon shall have the right to terminate any Customer order or any unfulfilled portion thereof, and Transcon may terminate any other Agreement between Transcon and Customer. Transcon shall have the right to employ an attorney to collect the balance due, and Customer agrees to pay all collection costs incurred by Transcon, including its reasonable attorney's fees.

2.4. Delivery dates are approximate. Transcon will not be liable for any delay in performance of the Agreement or delivery of Services and/or Goods, or for any damages suffered by Customer by reason of delay. Delay in delivery shall not constitute nor justify Customer's cancellation of the Agreement nor shall it effect or alter any other portion or section of these Terms and Conditions. Acceptance of Services and/or Goods upon delivery shall constitute a waiver by Customer of any claim for damages on account of non-shipment or delays in delivery or performance. In the event delay is caused by Customer's failure to furnish necessary information to Transcon, Transcon may extend the date of shipment for a reasonable time in proportion to the period of Customer's delay.

3.0 Shipments; Inspections. Customer shall inspect any Goods and/or Services delivered by Transcon within TWENTY-FOUR (24) HOURS after delivery of such Goods to their shipping destination or Services to the Customer. Customer shall notify Transcon in writing within ten (10) days after the afore-mentioned inspection period of any claimed failure of the Goods or Services to conform to the specifications or grade and allow Transcon a reasonable opportunity to inspect such Goods or Services to enable Transcon to verify the alleged nonconformity and, upon such verification, order a replacement shipment (if practicable) in the case of Goods or repair in the case of Services. Customer's failure to notify Transcon within ten (10) days of any alleged nonconformity of the Goods or Services, or any commingling of such Goods shall constitute an acknowledgement by Customer that the Goods or Services delivered conform and shall constitute an immediate and irrevocable acceptance of such Goods or Services by Customer and any claim by Customer with respect to the foregoing is automatically waived. In the event Customer refuses to receive Goods or Services delivered hereunder, Transcon may exercise any or all of the remedies afforded to Transcon by Ohio Code § 2-703 et seq. Transcon shall have no obligation to hold or resell such Goods for Customer's account.

4.0 Payments & Accounting. Transcon shall invoice Customer for Services and/or Goods and all shipping costs, sales, use, customs, duties, and tariffs associated with the Services and/or Goods (each, an "Invoice"). Unless otherwise agreed to in writing, Customer agrees to pay the Invoice (the "Total") net 30 days upon shipment of the Goods in U.S. Dollars by wire transfer or immediately available funds to an account designated in writing by Transcon. Transcon's obligation with respect to any errors resulting in Customer overpayments for Services and/or Goods is limited to granting invoice credits equal to the dollar amounts erroneously billed. Under no circumstance will any billing error affect the Customer's obligation to pay for Services and/or Goods. In addition to, and not limitation of, any other remedies of Transcon hereunder or at law or equity, in the event Customer fails to pay any Invoice within the aforementioned time period, Transcon shall charge and Customer shall pay a two percent (2%) penalty on the overdue balance, which shall be added to the Invoice immediately following the previous Invoice that was overdue.

5.0 Credit. Transcon shall have the right to set credit limits for the Customer in its sole discretion. If the Customer exceeds the set credit limit at any time during the Term (to the extent applicable and as defined in the Agreement), then the

Customer will be required to remit payment for any and all outstanding Invoices within three (3) business days from the date of written notice from Transcon.

- 6.0 Security. To secure payment and performance obligations hereunder and under the Agreement, Customer grants Transcon a continuing security interest in any and all current and future Goods of the Customer in possession of or manufactured by Transcon and in all other property of Customer, now or hereinafter in Transcon's possession, while any amount due from Customer to Transcon remains unpaid and while any obligation of Customer hereunder and under the Agreement remains outstanding. Customer irrevocably authorizes Transcon to file with appropriate governmental authorities any and all UCC financing statements as required by applicable law.
- 7.0 Equipment. To the extent applicable, Customer, at its cost, may provide Transcon with Customer equipment, as set forth in or listed in the Agreement, to enable Transcon to produce, package and ship Goods ("Customer Equipment"). Transcon agrees to accept the Customer Equipment in its "as is" condition. Customer represents that it is the owner of the Customer Equipment and that such Customer Equipment is in good and safe operating condition upon delivery to and initial operation at Transcon's facilities. Transcon, at its reasonable cost, shall maintain the Customer Equipment in good operating condition and repair. Transcon, at the termination or expiration of the Agreement, shall return the Customer Equipment to Customer in substantially the same condition as when received, ordinary wear and tear excepted. Customer, at Customer's sole cost and expense, shall remove Customer Equipment from Transcon's facilities immediately after the termination of the Agreement. Transcon agrees to provide Customer reasonable access to the Customer Equipment for the purpose of removal at the termination or expiration of the Agreement. Customer, at its cost, agrees to provide training of Transcon's employees and personnel in the operation and maintenance of the Customer Equipment as requested by Transcon from time to time.
- 8.0 Materials. The procedures used for securing components/ingredients and packaging materials (collectively "Materials") shall be in accordance with the specifications agreed to in writing by Transcon and the Customer, in effect from time to time ("Specifications"). Transcon shall be responsible for the procurement of all Materials, unless the Customer otherwise agrees in writing that the Customer will purchase certain Materials for use in producing the Goods ("Customer Materials"). Transcon shall have the right to refuse any Customer Materials which it believes do not comply with the requirements set forth in the Specifications and Transcon shall promptly notify Customer of all such nonconforming Customer Material(s). Customer shall be liable for all related costs, expenses, losses, and reasonable attorneys' fees (including, without limitation, labor, and Materials' costs/losses) suffered by Transcon to the extent Customer Materials are defective, not timely delivered, or delivered with inadequate documentation, and shall indemnify and defend Transcon against all third party claims arising from such Customer Materials.
- 9.0 Storage. Transcon may provide warehousing space for Goods, Customer Equipment and Materials so long as and as further described in the Agreement or any Purchase Orders. Transcon shall store the Goods for up to 30 days as designated in the Agreement or relevant Purchase Order, and thereafter Customer shall incur storage and handling charges. Transcon shall not store Customer packaging unless designated in a current and valid Purchase Order.
- 10.0 Taxes. Customer shall promptly pay any and all applicable sales and use taxes, customs, duties, and tariffs on the Services and/or Goods sold by Transcon to Customer.
- 11.0 Confidentiality. Transcon may, from time to time, provide to the Customer or the Customer may have access to Transcon's Confidential Information. "Confidential Information shall mean Transcon's trade secrets (defined as information, including the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula, pattern, compilation, program, device, method, technique, or improvement, or any business information or plans, financial information, or listing of names, addresses, or telephone numbers, that satisfies both of the following: (1) it derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (2) it is the subject of efforts that are reasonable under the circumstances to maintain its secrecy), know-how, inventions, ideas, discoveries, developments, processes, formulas, diagrams, drawings, designs, software, applications, source and object codes, data, programs, improvements, techniques, product data and specifications, test results, and other technical information, Transcon's Goods and Services and the goods and services of its customers and prospective customers; (ii) information concerning Transcon's business and/or the business of its customers and prospective customers, including plans for research, development, and new products, cost information, profits, sales information, accounting and financial information, business plans, markets and marketing methods, advertising strategies, customer

lists and customer information, purchasing techniques, supplier lists and supplier information; and (iii) information concerning Transcon's employees, including their compensation and skills. Except as expressly permitted herein, Customer shall not disclose any Confidential Information to any third party or use any of the Confidential Information for any purpose, except as is necessary to perform its obligations or exercise its rights as set forth herein or in the Agreement. Confidential Information shall not include any information that: (i) corresponds in substance to information developed by Customer without reference to the Confidential Information or was in the Customer's possession prior to receipt of the same from Transcon; (ii) now is or hereafter becomes publicly known through no fault of the Customer; or (iii) otherwise lawfully becomes available to the Customer from a third party not known by the Customer to be under an obligation of confidentiality to Transcon. Upon termination of the Agreement, all Confidential Information and other information shall be returned or destroyed promptly upon request, no copies thereof shall be retained by Customer, and Customer shall not thereafter utilize such information in any respect whatsoever.

12.0 Non-Solicitation. Neither party shall, during the Term of the Agreement and for a period of twenty-four (24) months following the termination of the Agreement, without the prior written consent of the other party, solicit, hire, or enter into a contract with any employee, consultant, agent, or representative of such other party, or, directly or indirectly, induce, or attempt to induce, or otherwise counsel, discuss, advise, or encourage any such employee, consultant, agent or representative of the other party to leave the employ or engagement of such other party or otherwise terminate such person's relationship with the other party, or recommend to others the employment or retention of such person. Notwithstanding the foregoing, this non-solicitation provision will not prohibit either party from entering into an employment, consulting, or similar arrangement with any individual who responds to a general advertisement for employment, consulting, or other similar type of service.

13.0 Non-Interference. Customer agrees during the Term of the Agreement and for twenty-four (24) months after the termination of the Agreement for any reason whatsoever, that it shall not, directly and/or indirectly, solicit or induce or attempt to solicit or induce any of the suppliers with which Transcon does business (the "Suppliers"), to terminate such Supplier's relationship with Transcon, nor shall Customer interfere with or disrupt (or attempt to interfere with or disrupt) any such relationship.

14.0 Intellectual Property. Customer shall have no rights with respect to any of Transcon's existing or subsequently-acquired or developed Intellectual Property, as defined below, rights or trade secrets or Confidential Information of Transcon, and Customer hereby acknowledges that it shall not acquire any rights in respect thereof and that all such trade secrets and Confidential Information are and shall remain vested in or controlled by Transcon. Unless otherwise set forth in the Agreement, any and all Services, together with any and all Derivatives thereof, shall be deemed to be Intellectual Property of Transcon. "Intellectual Property" for purposes of these Terms and Conditions means (i) patents, patent applications, provisional applications, patent disclosures, including all ideas, inventions and improvements disclosed therein, and all reissues, continuations, continuations in part, divisions and reexaminations thereof; (ii) trademarks, service marks, trade names, trade dress, logos, slogans, domain names, including all goodwill appurtenant thereto, and all registrations and applications for registrations thereof and all renewals and extensions thereof; (iii) copyrights and mask works and all registrations and applications for registration thereof; (iv) computer software, software applications and platforms, websites, disks, disk drives, data, data bases and user documentation and audio visuals, domain names, and text materials; (v) all trade secrets, research and development materials, processes, procedures, know how, ideas discoveries, inventions, customer lists, supplier lists, formulas, drawings and designs, technical data, marketing, financial and business plans; (vi) advertising materials currently or in the future utilized by the Transcon; and (vii) copies and tangible embodiments thereof (in whatever form or medium), and related documentation and goodwill. "Derivative" means (a) any work, product, service, improvement, modification, alteration, Enhancement, new version, translation, adaptation, design, concept, interface element, materials and documentation, in any medium, format or form whatsoever, that is derived in any manner, directly or indirectly, from any Services or Goods or any part or aspect thereof; (b) all "derivative works" of any Services as understood under the copyright laws of the United States; and (c) all materials and documentation related to any of the foregoing. "Enhancement" means any change or addition that, when made, adds new function or improves utility, efficiency, functional capability or application. Customer acknowledges and agrees that Transcon owns the exclusive right, title and interest and into all of Transcon's Intellectual Property. Customer shall not at any time during the Term and any time thereafter do or permit to be done any act or thing which impairs or may impair the rights of Transcon with respect to Transcon's Intellectual Property. Customer will never represent that it has any ownership in any of Transcon's Intellectual Property. Customer expressly agrees that all of the use and good will of the Intellectual Property shall accrue to the sole benefit of Transcon. Customer represents and warrants to Transcon that Customer owns or has

obtained all rights in the Customer IP necessary and sufficient to allow Transcon to provide Services and/or Goods to the Customer. To the extent any Transcon's Intellectual Property is incorporated into any Goods or Services and so long as Customer has paid Transcon any and all amounts owed to Transcon, Transcon hereby grants Customer a limited, revocable, royalty-free, non-assignable, non-sublicensable, non-exclusive license to use such Transcon's Intellectual Property solely with its marketing and sale of the Goods. Customer shall have no interest in or claim to Transcon's Intellectual Property other than the license described above. To the extent applicable, Customer hereby grants to Transcon, and Transcon hereby accepts from Customer, a royalty-free, perpetual license to use the Customer IP in the course of providing Services and/or Goods to the Customer. For purposes of these Terms and Conditions, "Customer IP" shall mean the Intellectual Property of the Customer provided by Customer to Transcon and used to provide and/or create (as the case may be) the Services and/or Goods.

15.0 Injunctive Relief. The parties hereby acknowledge and agree that the extent of damages in the event of a breach of the restrictive covenants contained in these Terms and Conditions may be difficult or impossible to ascertain and that there may be no adequate remedy at law in the event of any such breach. Consequently, in the event of such breach, the non-breaching party shall be entitled, in addition to any other remedies it may have at law, to seek an injunction or other equitable relief to enforce any or all of the covenants contained in these Terms and Conditions. The breaching party expressly waives (i) the defense that a remedy in damages will be adequate and (ii) any requirement in an action for specific performance or injunction for the posting of a bond.

16.0 Reservation of Remedies. The rights, powers and remedies that may be given or reserved to the parties by these Terms and Conditions and the Agreement shall be cumulative and in addition to all other and further remedies provided by law. These Terms and Conditions and the Agreement shall not be construed to deprive the parties of any other rights, powers and other remedies otherwise given by law or at equity. No delay or failure by Transcon in exercising any right or remedy and no partial or single exercise of such right or remedy shall constitute a waiver by Transcon of such right or any other rights in these Terms and Conditions and/or the Agreement. No consent by Transcon to a breach of any express or implied term of these Terms and Conditions and/or the Agreement shall constitute a consent to any prior or subsequent breach of the same or any other term.

17.0 Warranty; DISCLAIMER. To the extent applicable, Transcon warrants that the Goods shall be free from material defects in workmanship and materials, so long as such Goods are used in conformance with their intended use and in strict compliance with the instructions of Transcon, for a period of one (1) year, which period shall commence upon transfer of title to said Goods to the Customer. Notwithstanding the foregoing, in the event Customer fails to timely pay for such Goods in accordance with the Terms and Conditions set forth herein, any such warranty shall be void ab initio. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT OR A SEPARATE WRITING, TRANSCON EXPRESSLY DISCLAIMS ALL AND MAKES NO OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WHICH DISCLAIMER SHALL INCLUDE, WITHOUT LIMITATION, A DISCLAIMER OF ALL WARRANTIES WITH RESPECT TO SUPPLIERS' AND/OR VENDORS' GOODS INCORPORATED INTO OR USED WITH THE GOODS. ANY SERVICES PERFORMED BY TRANSCON ON BEHALF OF OR FOR CUSTOMER ARE PROVIDED ON AN "AS IS" BASIS AND TRANSCON MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH SERVICES. TRANSCON DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO SUCH SERVICES. TRANSCON HAS NO AND EXPRESSLY DISCLAIMS ANY DUTY TO VERIFY THIRD PARTY INFORMATION, INCLUDING, WITHOUT LIMITATION, MSDS SHEETS, LABELS, AND LABELLING OBLIGATIONS, AND CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT ANY RELIANCE BY CUSTOMER ON TRANSCON'S SERVICES, WHICH MAY OR MAY NOT INCLUDE THIRD PARTY INFORMATION SHALL BE AT CUSTOMER'S SOLE RISK AND LIABILITY.

18.0 Customer Acknowledgements, Representations, and Warranties. Customer acknowledges, understands and agrees that, unless otherwise set forth herein to the contrary, Transcon will provide the Services and/or Goods "AS IS" without any warranty or guaranty, express or implied, unless otherwise set forth herein. Customer represents and warrants, by entering into the Agreement and accepting the Services and/or Goods from Transcon, that: (i) Customer is a legal entity duly organized and existing, and is in good standing, under the laws of jurisdiction of its organization; (ii) Customer's execution, delivery, and performance of the Agreement has been duly authorized by all appropriate corporate action on the part of Customer, and the Agreement, together with these Terms and Conditions, constitutes a valid and binding

obligation of Customer enforceable against it in accordance with its terms and these Terms and Conditions; (iii) there is no outstanding or threatened order, writ, injunction, or decree of any court, governmental agency, or arbitration tribunal against Customer that affects, involves, or relates to its performance under the Agreement and these Terms and Conditions; and (iv) Customer is not insolvent and, in the event that Customer becomes insolvent at any time during the Term, it will promptly notify Transcon.

19.0 Indemnification. The Customer shall indemnify, defend and hold harmless Transcon and its Affiliates, members, investors, managers, officers, employees, representatives, and their successors in interest and assigns (collectively, the "Indemnified Parties") from and against any and all losses, damages, or expenses of whatever form or nature, including reasonable attorney's fees and other costs of legal defense, whether direct or indirect, that they, or any of them, may sustain or incur as a result of (i) any act or omission of the Customer; (ii) a breach by Customer of any representation, warranty, and/or obligation with any Indemnified Party; (iii) failure by Customer to pay any and all applicable taxes, customs, duties, tariffs, and the like arising from the transactions set forth in these Terms and Conditions and/or the Agreement; (iv) any and all corrupt data, viruses, malware, or security breaches directly or indirectly introduced by the Customer; (v) a violation by Customer (any of its officers, managers, members, investors, shareholders, directors, employees or agents) of any applicable law, regulation, or order of the United States or any other applicable government or quasi-governmental authority; and/or (vi) any claim that Customer IP or any portion thereof infringes or misappropriates any third party patents, copyrights, trademark, and/or intellectual property or other proprietary rights. The indemnification obligations under this Section 19.0 shall continue indefinitely.

20.0 Limitation of Liability. TRANSCON SHALL NOT BE LIABLE FOR AND DISCLAIMS ANY AND ALL LOST PROFITS AND ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF THE SERVICES, THE GOODS, OR THE PERFORMANCE BY TRANSCON UNDER THE AGREEMENT. IN THE EVENT OF TERMINATION FOR ANY REASON, TRANSCON SHALL NOT BE LIABLE TO CUSTOMER FOR COMPENSATION, INDEMNIFICATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF ANY LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, LEASES OR COMMITMENTS MADE IN CONNECTION WITH THE AGREEMENT OR THE ANTICIPATION OF EXTENDED PERFORMANCE THEREUNDER. NOTWITHSTANDING THE FOREGOING, CUSTOMER'S EXCLUSIVE REMEDY AGAINST TRANSCON, AND TRANSCON'S SOLE OBLIGATION, FOR ANY AND ALL CLAIMS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL BE LIMITED TO EITHER REPAIR OR REPLACEMENT OF THE NONCONFORMING GOODS OR REFUNDING THE AMOUNTS PAID BY CUSTOMER TO TRANSCON DIRECTLY ATTRIBUTABLE TO NON-CONFORMING GOODS OR SERVICES. IN NO EVENT SHALL TRANSCON HAVE ANY LIABILITY FOR DELAYS IN SHIPMENTS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH CLAIM IS BROUGHT IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY OR OTHER THEORY OF LAW OR EQUITY.

21.0 Termination; Suspension. If, in Transcon's opinion, Customer's credit becomes impaired, or upon failure by Customer to make timely payment of any Invoice or amount due from Customer to Transcon, Transcon, in its sole discretion and upon written notice to the Customer, may immediately terminate the Agreement or suspend its performance until such time as Transcon has received full payment for any Services and/or Goods already delivered or in process and is satisfied (in Transcon's sole discretion) as to Customer's credit for future deliveries of Services and/or Goods. If Transcon suspends performance and later continues its performance, Transcon shall be entitled to such extension of time for performance as is necessitated by the suspension. Termination or suspension of performance by Transcon shall not relieve Customer of its obligations to make payments on a timely basis. Payments, whether full or partial, received from or for the account of Customer, regardless of writings, legends, or notation upon such payments, or regardless of other writings, statements, or documents, shall be applied by Transcon against any amount owing by Customer with full reservation of all Transcon's rights, without an accord and satisfaction of Customer's liability. Unpaid balances will be subject to a finance charge of two percent (2%) per month (24% annually) until all unpaid balances are paid in full.

22.0 Termination for Bankruptcy or Liquidation Action. The Agreement may be terminated immediately by one party in the event that the other party shall have (i) ceased to do business as a going concern, (ii) made a general assignment for the benefit of creditors or (iii) filed or had filed against it a petition seeking the reorganization, arrangement, composition, adjustment, liquidation or dissolution of such party or seeking similar relief under any other statute, law

or regulation, or seeking the appointment of a trustee, receiver, assignee, liquidator or similar officer of the court for a substantial part of its properties; provided, however, that either party shall have a sixty (60) day cure period for any involuntary petitions in bankruptcy.

- 23.0 Consequences of Termination. Termination of the Agreement in accordance with the foregoing provisions will not affect (i) the rights and obligations of the parties with respect to Invoices given by Transcon prior to the effective date of the termination, (ii) the rights and obligations of the parties with respect to intellectual property rights, confidentiality, non-competition, non-circumvention, non-solicitation, and governing law of the parties as set forth herein, or (iii) terminate liabilities arising out of conduct prior to the actual date of termination. Otherwise, all rights and obligations of the parties shall cease to exist upon termination of the Agreement. In the event any amount due from Customer to Transcon remains unpaid upon termination of the Agreement, Customer irrevocably authorizes Transcon to sell any and all Goods of the Customer in possession of or manufactured by Transcon and in all other property of Customer in Transcon's possession anywhere in the world, by any and all methods, manners and media, including, without limitation, by digital marketing and internet sales. Customer acknowledges and agrees that Transcon and/or Transcon's Affiliates or representatives may sell such Goods and property of the Customer in accordance with terms and conditions as Transcon determines from time to time in its sole discretion, including, without limitation, purchase price, payment terms, and/or shipping terms. Transcon is irrevocably authorized to bill, invoice and collect all sales proceeds from the sale of such Goods and property of the Customer by Transcon, its affiliates and representatives. Upon satisfying any and all amounts due and owed to Transcon by Customer, including costs and expenses incurred in selling such Goods and property and collecting upon such sales, Transcon shall pay the excess proceeds, if any, to Customer.
- 24.0 Termination Not Exclusive Remedy. Any remedy provided to Transcon shall not be construed to be an exclusive remedy and shall not deprive Transcon of its ability to pursue other available remedies. The parties agree that Transcon's damages in the event of termination would be difficult or impossible to ascertain and, therefore, any early cancellation or termination charges invoiced to Customer by Transcon are intended to serve as liquidated damages rather than penalties.
- 25.0 Non-exclusive Dealing: Unless otherwise set forth in writing to the contrary, all Agreements are non-exclusive. Nothing shall prevent Transcon from entering into similar arrangements with, or otherwise selling Services and/or Goods to, any other person or entity.
- 26.0 Relationship. Neither party nor any other agents or employees, officers, directors or shareholders shall be deemed a representative or agent of the other, nor shall either party hold itself out as a representative or agent of the other beyond the scope of the Agreement and/or these Terms and Conditions, and, neither of them shall have any right or authority to conduct any business in the name of, or for the account of or on behalf of the other. The parties hereto agree and understand that, solely with respect to the Agreement and/or these Terms and Conditions, Transcon will be and act as an independent contractor of Customer, Customer and Transcon are separate entities and that there is no master/servant, partnership, joint venture, principal/agent, or employer/employee relationship between the parties.
- 27.0 Force Majeure. Solely with the exception of payment obligations, neither party will be liable to the other for any delay in performance or failure to render any performance under the Agreement, including any failure to perform any of the covenants, terms and conditions, either in whole or in part, when the same results from causes beyond such party's reasonable control, including, without limitation, fires, pandemic, accidents, labor strikes, shortages of material, or acts of God, the public enemy or government, or acts of terrorism. However, if performance of the terms, covenants and conditions by either party under the Agreement (with the exception of payment obligations) becomes impossible for more than ninety (90) consecutive days for the foregoing reasons, the injured party, by giving written notice to the other party as provided for in the Agreement, may terminate the Agreement. Such termination shall be effective upon receipt of said notice of termination.
- 28.0 International Transactions. All payments, including for any international transactions, will be made in U.S. dollars, and Customer will be responsible for any currency conversion charges. Customer will, at Customer's expense, obtain all export and import licenses, permits and clearances required by applicable laws, regulations, ordinances, and the like in respect of the Services and/or Goods.
- 29.0 Export Regulations. Customer acknowledges that certain Services and/or Goods sold by Transcon hereunder and any documentation and other technology of Transcon may be subject to application export control and sanction laws,

regulations, and orders. Customer certifies, represents, and warrants that it is in compliance and shall take all necessary acts to remain in compliance with all applicable export and re-export control laws and regulations, including, without limitation, the Export Administration Regulations maintained by the U.S. Department of Commerce, trade and economic sanctions and regulations maintained by OFAC (defined below), and the International Traffic in Arms Regulations maintained by the U.S. Department of State. Customer hereby agrees to defend, indemnify and hold Transcon harmless from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

30.0 FCPA; Anti-Bribery. In carrying out its responsibilities hereunder and under any Agreement, Customer shall comply with all applicable anti-bribery laws including, but not limited to, the U.S. Foreign Corrupt Practices Act, as revised ("FCPA"), and the Organization for Economic Cooperation and Development Anti-Bribery Convention, as implemented in the Territory. Customer understands that the FCPA generally prohibits the promise, payment or giving of anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage. For purposes of this section, "government official" means any official, officer, representative, or employee of any non-U.S. government department, agency or instrumentality (including any government-owned or controlled commercial enterprise), or any official of a public international organization or political party or candidate for political office. Customer represents and warrants that, in the performance of this Agreement and in connection with its purchase of Services and/or Goods, (i) neither it nor any of its representatives are governmental employees or officials or candidates for political office and Customer will advise Transcon of any change in such representation; (ii) Customer and its representatives have not and will not make, offer, or agree to offer anything of value to any government official, political party, or candidate for office; (iii) Customer will comply with all provisions of the FCPA and the regulations thereunder as amended from time to time; and (iv) Customer agrees to indemnify, defend, and hold Transcon harmless for damages and expenses resulting from a violation of the foregoing by Customer or its representatives.

31.0 OFAC. Pursuant to United States Presidential Executive Order 13224 ("Executive Order"), Customer may be required to ensure that it does not transact business with persons or entities determined to have committed, or to pose a risk of committing or supporting, terrorist acts and those identified on the list of Specially Designated Nationals and Blocked Persons ("List") generated by the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury. The names or aliases of these persons or entities ("Blocked Persons") are updated from time to time. Customer certifies, represents and warrants to Transcon that: (a) it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any Law that is enforced or administered by the Office of Foreign Assets Control; and (b) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Customer hereby agrees to defend, indemnify and hold Transcon harmless from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

32.0 Miscellaneous.

32.1. Headings. The headings to the paragraphs and sections throughout these Terms and Conditions are for convenience of reference only, and the words contained herein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or the meaning of the provisions of these Terms and Conditions.

32.2. Severability. Should any part, portion, or provision of these Terms and Conditions and/or the Agreement be held invalid, illegal, void or unenforceable, the remainder of these Terms and Conditions and/or the Agreement or the application of such provision shall not be affected thereby and each provision of these Terms and Conditions shall be valid and enforced to the fullest extent permitted by law.

32.3. Governing Law. These Terms and Conditions and all Agreements shall be governed by and construed in accordance with the laws of the State of Ohio, including its provisions of the Uniform Commercial Code, without regard to choice or conflicts of law principles. These Terms and Conditions and all Agreements shall be deemed to have been entered into at Cleveland, Ohio, U.S.A., regardless of this place or places of signing by the parties hereto or the order of their signing.

- 32.4. Exclusive Jurisdiction. THE CUSTOMER HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF ANY OHIO STATE COURT OR FEDERAL COURT SITTING IN CUYAHOGA COUNTY, OHIO, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT AND THESE TERMS AND CONDITIONS. THE CUSTOMER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. Notwithstanding the foregoing, in the event Customer's primary place of business is located within the People's Republic of China (each, a "Chinese Customer"), all disputes, controversies, or differences which may arise between Transcon and a Chinese Customer, out of or in relation to or in connection with an Agreement, these Terms and Conditions, or for the breach of either of the foregoing, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The language of the arbitration shall be English. The situs for such arbitration shall be Hong Kong, China. The arbitrator shall apply the laws of the State of Ohio, USA to the merits of the dispute. The award rendered by the arbitrator shall be final and binding upon both Transcon and Chinese Customer and may be enforced in any court of competent jurisdiction. The parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 32.5. Waiver. Customer agrees that the failure of Transcon at any time to require performance of any of the provisions in an Agreement and/or these Terms and Conditions shall not operate as a waiver of its right to require strict performance of the same or like provisions, or any other provisions hereof and/or thereof, at a later time.
- 32.6. Entire Agreement. These Terms and Conditions, collectively with any and all Agreements, constitute the entire agreement and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof. No course of prior dealings between parties hereto and no usage of the trade shall be relevant or admissible to supplement, explain or vary any of the terms of this Order. In the event of any conflict between or among these Terms and Conditions and the terms and conditions of any Agreement, these Terms and Conditions shall govern and control.
- 32.7. Assignment. Customer shall not assign or transfer these Terms and Conditions or any Agreement, in whole or in part, whether by means of merger, reorganization, combination, sale of assets, change of control, operation of law or otherwise, without Transcon's prior written consent (which may be withheld in Transcon's sole and absolute discretion), and any assignment or attempt to do so without such consent will be void and of no effect. Each Agreement, together with these Terms and Conditions will only inure to the benefit of the parties to such Agreement and their respective permitted successors and assigns, and, except as expressly set forth in the Agreement and/or these Terms and Conditions, there are no third-party beneficiaries to any Agreement or these Terms and Conditions.
- 32.8. Notices. All notices, requests, directions, approvals or other communications to be provided in any Agreement or these Terms and Conditions will be in writing and will be deemed to have been sufficiently given (i) upon receipt if delivered in person; (ii) upon delivery if by an internationally-recognized mail service (e.g., FedEx), overnight courier, or certified or registered mail, postage pre-paid, return receipt requested; or (iii) on the date transmitted if by email; provided that the original will promptly follow by internationally-recognized mail service or overnight courier. All notices will be sent to the applicable party at the address(es) on the signature page of the Agreement (or as otherwise instructed in writing by such party).
- 32.9. Waiver of Jury Trial. TO THE EXTENT ALLOWED BY APPLICABLE LAW, TRANSCON AND CUSTOMER MUTUALLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY FOR ANY PROCEEDINGS, WHETHER IN LAW OR IN EQUITY, ARISING OUT OF OR IN CONNECTION WITH AN AGREEMENT, THESE TERMS AND CONDITIONS, OR ANY CONDUCT OR COURSE OF DEALING OF THE PARTIES, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PERSON. THIS WAIVER IS A MATERIAL INDUCEMENT TO TRANSCON TO PERFORM UNDER ANY AGREEMENT.