

Terms and Conditions of Purchase **Meelunie America, Inc.**

All purchases of goods by Meelunie America, Inc. (“Meelunie”) from any party offering to sell goods to Meelunie (“Seller”) are subject to and governed by the terms and conditions set forth below. Seller’s shipment, delivery or tender of any goods to Meelunie shall constitute Seller’s assent to these terms and conditions. The following is the complete and exclusive statement of the terms and conditions of the agreement between Meelunie and Seller and supersede all previous requests, quotations or oral agreements. Any additional or different terms or conditions proposed by Seller or contained in communications from Seller are objected to and will not binding upon Meelunie unless specifically assented to in writing by an authorized representative of Meelunie.

1. Prices and Terms

Meelunie shall pay Seller the price shown on the specific purchase order issued by Meelunie for the goods (“Order”). The price is firm and not subject to escalation without Meelunie’s prior written consent. No extra charges of any kind will be allowed. If Seller has any issues regarding additional costs, they must be presented to Meelunie in writing prior to shipment and Meelunie must issue a written change order to Seller with respect to such additional costs. If Meelunie’s shipping instructions are not followed, Meelunie will deduct any excess shipping costs from Seller.

Seller shall, at its own expense, deliver all goods to Meelunie’s warehouse or other point of destination designated by Meelunie in the associated Purchase Contract issued by Meelunie. Seller shall bear the risk of any loss, deterioration, or damage until the goods are delivered as required in said Purchase Contract.

2. Payment

Meelunie agrees to pay Seller pursuant to the mutually agreed upon terms in effect between Meelunie and Seller at the time of this Order. In the event that Meelunie and Seller do not have mutually agreed upon terms on file, Meelunie’s standard payment terms are Net 60 days and shall govern this Order.

3. Changes

Meelunie may change this Order at any time prior to shipment without incurring liability to Seller. If such change impacts price or delivery in any way, Seller shall notify Meelunie within three (3) days after receiving notice so that the parties may negotiate an equitable adjustment.

4. Delivery

Seller shall deliver the goods according to Meelunie’s schedule. Seller acknowledges that timely delivery

of all goods according to Meelunie's schedule is of the essence. If Seller is unable to make delivery in accordance with Meelunie's schedule, Seller must immediately notify Meelunie and provide a revised delivery date. If Seller fails to comply with Meelunie's delivery schedule or fails to make progress so as to endanger performance, Meelunie may, at its option, either approve a revised delivery schedule or terminate this Order without liability, in addition to pursuing any other rights it may have against Seller. Provided however, that Seller shall not be liable for delays in performance or delivery due to causes beyond its reasonable control.

Seller shall deliver goods in conformity with the specifications set forth in the Order; no deviations contained in any document generated by Seller will be effective unless signed by an authorized Meelunie. No additional charge of any kind will be allowed unless specifically agreed in writing in advance by Meelunie. Title to goods shall not pass until arrival at the destination designated in the Order and all risk of loss during transportation, including losses resulting from improper packing, shall be with Seller. Prior to delivery, Meelunie may require one or more representative samples to be provided without delaying shipment dates at the sole cost of Seller.

5. Warranties

Seller warrants that all goods sold to Meelunie are free of defects, merchantable, fit for their intended purpose and conform in all respects with any certificate of analysis provided by Seller with respect to such goods. Any attempt by Seller to disclaim or modify the foregoing warranties is rejected and shall have no force or effect with regard to this Order.

6. Seller's Liability

Meelunie shall have a reasonable opportunity to inspect Seller's goods following delivery. Three (3) days following delivery shall be the minimum amount of time for Meelunie to complete its inspection; provided however, that longer periods of time may be deemed reasonable depending upon circumstances. Any defective, nonconforming or late delivered goods may be rejected in whole or in part at Meelunie's option. Seller shall be responsible for all costs, losses and expenses incurred by Meelunie, including incidental and consequential damages, arising from Seller's tender or delivery of defective or nonconforming goods or arising from Seller's failure to deliver according to Meelunie's schedule. The

foregoing remedies are not exclusive but are in addition to any other remedies provided by law. Seller further agrees to defend and indemnify Meelunie against all claims, liability and expense asserted against Meelunie by third parties arising out of or relating to Meelunie's resale, use or distribution of Seller's products..

7. Termination

Meelunie may terminate all or any part of this Order for its convenience at any time prior to shipment. In the event of such termination, the parties shall negotiate in good faith for reasonable termination charges to be paid to Seller. In addition, Meelunie may terminate this Order with no liability to Seller in the event that Seller (i) fails to perform any provision of this Order, (ii) fails to make progress so as to endanger performance, (iii) ceases to conduct operations in the normal course of business, any proceeding under any bankruptcy or insolvency law is brought by or against Seller, a receiver is appointed or applied for an assignment for the benefit of creditors is made by Seller.

8. Assignment

The delegation or assignment by Seller of any or all of its duties or rights hereunder without the prior written consent of Meelunie shall be void.

9. General

All purchases by Meelunie are subject to these terms and conditions. Any representation, affirmation of fact or course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on Meelunie. No waiver, alteration or modification of any of the provisions hereof shall be binding upon Meelunie unless specifically assented to in writing by an authorized representative of Meelunie. The validity, performance and all matters relating to the interpretation and effect of this Order (including any applicable charges), any amendment hereto and all purchases of goods by Meelunie shall be governed by the laws of the State of Michigan. Meelunie and Seller, to the extent permitted by law, hereby submit to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan for the purpose of any suit, action or other proceeding arising out of or relating to Seller's sale of goods to Meelunie and expressly waive any and all objections they may have as to venue in any such courts.