

<b>Planet Products Corporation</b>	<b>QMSD-1013 Terms and Conditions of Purchase</b>		
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## **TERMS AND CONDITIONS OF PURCHASE**

1. **AGREEMENT AND ACCEPTANCE:** This order shall be subject only to the terms and conditions set forth herein. No additions to or deletions or modifications of these terms and conditions or order proposed by SELLER in its printed forms or otherwise shall bind Planet Products Corporation (PLANET) unless accepted by PLANET in writing, regardless of whether such other terms would materially alter the terms hereof. Stenographic and clerical errors are subject to correction. PLANET may revoke or modify this order at any time prior to acceptance by SELLER.
2. **PRICES AND PAYMENT TERMS:** Prices and payment terms, unless otherwise expressly agreed in writing, are as set forth on the face hereof, F.O.B. PLANET's facility in Blue Ash, Ohio. Payment by PLANET shall not prejudice claims of PLANET on account of omissions or shortages in shipment.
3. **WARRANTIES:** SELLER warrants that all goods supplied to PLANET will be as described herein, merchantable, free from defects in design, workmanship and material, fit for the intended purposes and conform to applicable drawings, descriptions, statutes, rules, regulations, express warranties and/or specifications.
4. **PLANET'S PROPERTY:** Unless otherwise agreed in writing, all property furnished to SELLER by PLANET, any replacement thereof, and any materials affixed or attached thereto, shall be and remains the personal property of PLANET. Such property, and wherever practical, each individual item thereof shall be plainly marked or otherwise adequately identified by SELLER as "Property of Planet Products Corporation" and shall be safely stored separate and apart from SELLER's property. SELLER shall not substitute any other property for PLANET's property and shall not use such property except in filling PLANET's orders. Such property, as well as property unconditionally appropriated to the contract, while in SELLER's custody or control shall be held at SELLER's risk, shall be kept insured by SELLER at SELLER's expense in an amount equal to the replacement cost with loss payable to PLANET and shall be subject to removal at PLANET's written request, in which event SELLER shall prepare such property for shipment and shall re-deliver it to PLANET in the same condition as originally received by SELLER, reasonable wear and tear excepted.
5. **SELLER AWARENESS:** PLANET reserves the right to require and request evidence of SELLERS (External Providers) ensuring that their personal are aware of: (a) their contribution to product or service conformity; (b) their contribution to product safety; and (c) the importance of ethical behavior.
6. **CHANGES, CANCELLATIONS AND DELAYS:** PLANET shall have the right to make changes in the order, or to terminate this order, without liability except for deliveries previously made or for goods covered by the order then completed and subsequently delivered in accordance with the terms of this order. If SELLER does not comply with PLANET's delivery schedule for any reason, PLANET shall have the right to cancel the order without liability to PLANET.
7. **NON-ASSIGNMENT AND SET OFF:** SELLER may not assign this order or any interest herein or any payment due or to become due thereunder, without PLANET's prior written consent. PLANET shall be entitled at all times to set off any amount owing at any time from SELLER or its affiliates to PLANET or any of its affiliates any amount payable at any time by PLANET in connection with this order.
8. **COMPIANCE WITH LABOR AND NON-DISCRIMINATION LAWS:** SELLER's acceptance of this order shall constitute SELLER's representation and warranty that it is in compliance with the requirements of the Fair Labor Standards Act and Executive Order 11246, and all regulations issued thereunder.
9. **WORK ON PLANET'S OR ITS CUSTOMER'S PREMISES:** If SELLER conducts operations on the premises of PLANET or any of PLANET's customers, SELLER shall take all reasonable precautions to prevent injury to person or property during the progress of such work and shall maintain insurance covering said risks. SELLER shall indemnify, defend and hold harmless PLANET and PLANET's customers against all loss which may result in any way from any act or omission of the SELLER, its agents, employees, or subcontractors, except to the extent that any such injury is due solely and directly to PLANET's or its customer's negligence.
10. **NON-WAIVER AND LIMITATIONS OF ACTIONS:** PLANET's failure to enforce at any time or for any period of time any of the provisions hereof shall not be construed to be a waiver of such provision or of PLANET's right thereafter to enforce such provision. Any action for a breach of contract arising out of SELLER's acceptance of PLANET's order, products supplied and/or work performed hereunder must be commenced within four (4) years after the cause of action has accrued.
11. **INSPECTION AND RETURNS:** Notwithstanding prior payment, goods shipped under this order are subject to PLANET's inspection and rejection within a 30-day period following receipt thereof. All goods of inferior quality or

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workmanship, not in compliance with drawings, specifications or warranties, shipped contrary to instructions, in excess of or less than the quantities specified, substituted for goods therein described, not shipped in containers conforming to PLANET's specifications (or, in the absence of such specifications, in recognizable standard containers), or otherwise not conforming to the contract or that violate any applicable local, state, ordinance or administrative order, rule or regulation may be rejected and returned to SELLER for a complete refund of PLANET's payments and other costs, including freight charges. Risk of loss with respect to goods so rejected shall at no time be borne by PLANET. PLANET may charge SELLER any expenses incurred in unpacking, examining, repacking, storing and reshipping of goods rejected as aforesaid.

12. **COUNTERFEIT MITIGATION:** Seller represents and warrants that only new and authentic materials are used in products required to be delivered to PLANET and that the Work delivered contains no Counterfeit Parts. Wherever applicable, PLANET reserves the right to require SELLER to show evidence of processes to prevent the use of counterfeit parts.
13. **ACCESS TO SELLER'S FACILITY:** PLANET, PLANET's customers, and relevant regulatory authorities will have access to Supplier's, and all other facilities involved in this Order, where they will have access to all procedures, practices, processes, associated documents and records related to quality assurance, quality control and configuration control. Buyer reserves the right to determine and verify the quality of work, records and material. Supplier will notify Buyer of any change in the location of Supplier's facility.
14. **INDEMNIFICATION:** SELLER shall, at SELLER's sole cost and expense, indemnify and hold harmless PLANET and PLANET's customers, employees or agents, from and against any and all claims, liabilities, damages, costs and expenses, including attorneys' fees, constituting or arising from injury, loss, liability or claim caused by or resulting from the goods or products supplied by SELLER hereunder or any defect therein, including, without limitation, products liability claims, failure of such goods or products to conform to applicable safety standards, warranties, specifications or requirements, and infringement by such goods or products of any patent or copyright.
15. **SELLER'S INSOLVENCY:** If SELLER ceases to conduct its operations in the normal course of business, fails to pay its debts generally as such debts become due, any proceeding under the Bankruptcy Code or insolvency laws is commenced by or against SELLER, a receiver is appointed for SELLER or a substantial portion of its business or assets, or an assignment for the benefit of SELLER's creditors is made, PLANET may terminate this order without liability except for deliveries previously made or for goods covered by the order then completed and subsequently delivered in accordance with the terms of this order.
16. **GOVERNING LAW; REMEDIES:** The rights and obligations of the parties hereto and the construction and effect of any contract formed pursuant hereto shall be governed by the laws of the State of Ohio without reference to choice of law doctrine. PLANET shall, in addition to the rights and remedies herein set forth, be entitled to all rights and remedies provided for in the Uniform Commercial Code, as amended from time to time, and other applicable law and at equity.