

NUCRAFT FURNITURE COMPANY
STANDARD TERMS FOR PURCHASES OF GOODS OR SERVICES

1. Formation of Contract. The terms set forth in this form ("Order") are the sole terms for the purchase of goods and services by Nucraft Furniture Company ("Buyer"), and shall apply to the exclusion of any additional or different terms contained in Seller's quotation, proposal or acknowledgment, or otherwise proposed by Seller. The Order is limited to and conditional upon Seller's acceptance of these terms exclusively. Seller's acceptance of these terms shall be conclusively presumed by Seller's shipment of the goods or performance of the services requested under an Order, or by Seller's return to Buyer of an acknowledgment of an Order. Any contract made for the purchase of goods or services by Buyer is conditional on Seller's assent to all of the terms stated in an Order. Buyer objects to any additional or different terms proposed by Seller. If an Order is identified as a "Blanket" Order or in some other manner references a specific quantity of goods to be purchased, Seller hereby acknowledges that the quantities specified and delivery dates listed in such "Blanket" Order are contingent upon the issuance of a release by Buyer identifying the goods to be purchased and providing delivery directions. When an Order is identified as a "Blanket" Order or deliveries are otherwise specified to be in accordance with Buyer's written releases, Seller will not fabricate or assemble any goods nor procure required materials, nor ship any goods except to the extent authorized by such written releases or provisions of an Order specifying minimum fabrication and delivery quantities. Forecasts are not releases and may not be relied upon by Seller.

2. Invoicing; Payment and Price. All invoices must show the Purchase order number, Buyer's part number, Seller's part number (where applicable), quantity of pieces in the shipment, Seller's name, address and number before any payment will be made by Buyer for the goods. Unless otherwise stated in an Order, invoices for accepted goods and services will be paid within 30 days of receipt. Payment does not constitute acceptance of goods or services. The price stated in an Order shall not be increased unless specifically authorized in writing by issuance of a revised Order signed by Buyer. Seller warrants that the prices charged Buyer and stated in an Order are no higher than prices charged by Seller to others for similar goods or services in similar quantities and conditions. If Seller reduces its price for the same or similar goods to other customers, Seller shall reduce the prices to Buyer in an equivalent amount. Buyer shall also receive the full benefit of all discounts, premiums and other favorable terms of payment customarily offered by Seller to its best customers.

3. Taxes. No sales, use, excise or other taxes, whether federal, state or local, shall be added to the purchase price unless otherwise stated in an Order.

4. Shipping. Seller must include a packing list with all shipments. Seller shall adhere to shipping directions specified on Buyer's purchase orders. Delivery shall be made in one shipment unless otherwise specified by Buyer. Seller acknowledges that time is of the essence and Seller shall notify Buyer immediately if Seller believes it cannot meet Buyer's delivery requirements. If Seller believes it cannot meet Buyer's delivery requirements, Buyer may direct Seller to make expedited deliver at Seller's expense. Buyer may from time to time change delivery schedules. Buyer shall not be liable for payment for goods delivered in excess of the quantities or after the times specified in Buyer's delivery instructions to Seller. Unless otherwise stated in an Order, all shipments shall be F.O.B. Buyer's plant and shall be made at Seller's expense and

risk of loss. Buyer shall have the right to instruct Seller on the method of shipment and packaging. No charges will be allowed for boxing, crating, packing, or other preparation for shipment.

5. Changes. Any changes to the design (including drawings and specifications), processing, methods of packing and shipping, and the date or place of delivery of the goods covered by an Order shall not affect the time or performance or cost, unless Seller notifies Buyer in writing within five (5) days of receipt by Seller of notice of any change. Without Buyer's prior written approval, Seller shall not change (a) any design, material specifications, manufacturing or assembly process, (b) any third party supplier to Seller of services, raw materials, or goods used by Seller in connection with its performance under an Order, or (b) the nature, type, or quality of any services, raw materials, or goods used by Seller or its suppliers in connection with an Order.

6. Inspection of Goods; Samples. All goods and services described in an Order shall be subject to Buyer's inspection and approval. Buyer reserves the right to reject any nonconforming or defective goods or services. Goods or services so rejected, as well as goods and services supplied early, late, in incorrect quantities or that are incorrectly labeled may be returned to Seller at its expense. Buyer may require Seller to repair, replace or reimburse the cost of rejected goods or services or Buyer may accept any goods and services and upon discovery of nonconformance or defects, may reject or keep and rework any such goods or services not so conforming. Cost of repair, rework, replacement, transportation, repackaging, and/or re-inspection by Buyer shall be at Seller's expense. Acceptance of any goods shall not relieve Seller from any of its other obligations under this purchase order. Seller shall provide samples in the amounts and at the times requested by Buyer.

7. Seller's Quality Control; Inspection of Seller. Seller agrees to establish and maintain quality control procedures to satisfy the requirements of Buyer and Buyer's customers. Buyer has the right to inspect Seller's plant periodically to determine Seller's compliance with applicable quality control standards. Buyer's inspection shall not constitute acceptance of any work-in-progress or finished goods or services.

8. Customer Requirements. Seller agrees to comply with the applicable terms and conditions of any agreements ("Customer Agreements") received by Buyer from a customer, in which Buyer agrees to supply to customer, or incorporate into goods supplied to customer, goods purchased by Buyer from Seller. Buyer may provide Seller with information regarding the Customer Agreements, but Seller shall be responsible for ascertaining any terms and conditions contained in the Customer Agreements that may affect Seller's obligations under the Order. Seller will do everything within its control to enable Buyer to meet the terms and conditions of the Customer Agreements. If this section conflicts with any other paragraph in the Order, Buyer has the right to elect to have the provisions of this section prevail.

9. Seller's Warranties. Seller expressly warrants to Buyer, its customers and assigns, that all the goods and services provided under an Order will (a) conform to the specifications, drawings, samples, representations and other descriptions of the goods and services specified by Buyer, or made by Seller, (b) will be of good material and workmanship, free from defects in material, design and workmanship, (c) will be merchantable and fit for the particular purposes of Buyer and its customers (to the extent Seller is on notice of those

purposes); (d) will comply with all applicable laws and regulations, including but not limited to Seller's identification of any hazardous materials and Seller's providing to Buyer all applicable M.S.D.S. forms; (e) will be free and clear of any lien, encumbrance, and any actual or claimed patent, copyright or trademark infringement, and (f) that any tooling or dies sold or provided by Seller to Buyer will be capable of producing goods that are acceptable to Buyer and its customers. Seller will indemnify and hold Buyer harmless for the cost of recall campaigns and all other corrective service actions that, in Buyer's reasonable judgment, are required to rectify non-conformities in goods and services that are the result of a breach of the foregoing warranties, whether mandated by any governmental entity, by any customer of Buyer, or by Buyer. These warranties shall be in addition to any other warranty stated in this purchase order or available to Buyer under applicable law.

10. Indemnification of Buyer (General). Seller shall indemnify, defend, and hold Buyer and its agents harmless from all claims, liabilities, and expenses, including but not limited to actual attorney fees, sustained by Buyer or its agents that are caused by any act or omission of Seller with regard to an Order, including but not limited to, defects in any goods or services supplied by Seller, product recall claims, product liability claims, injuries to persons (including death) and/or damage to property.

11. Indemnification of Buyer (Patents). Seller shall indemnify, defend, and hold Buyer and its agents harmless from any claims, liabilities and expenses, including but not limited to actual attorney fees, sustained by Buyer or its agents and arising out of any claim of infringement of a patent, copyright, trademark, trade name, or other proprietary right, or claim of unfair trade or of unfair competition, in connection with the manufacture, sale or use of the goods or services sold by Seller to Buyer, except to the extent that any claim, liability, or expense arises solely from Seller's compliance with specifications furnished by Buyer.

12. Confidentiality of Buyer's Information. Any information disclosed by Buyer to Seller is confidential and Seller agrees not to use or disclose any of that information (except as necessary to fulfill Seller's obligations under this purchase order) without Buyer's prior written consent.

13. Tools. All tools, jigs, dies, fixtures, patterns and equipment furnished to Seller by Buyer to perform the Order, or for which Seller has been reimbursed by Buyer, shall remain the property of Buyer ("Buyer's Tools"), and shall be plainly marked or otherwise adequately identified by Seller as such and will be safely stored separate and apart from Seller's property. Seller agrees that Buyer has the right at any time, with or without reason, and without payment of any kind to request return of and retake possession of any of Buyer's Tools. Seller shall bear the costs of maintaining, and the risk of loss of and damage to, the Buyer's Tools. Seller shall maintain property damage insurance on Buyer's Tools covering the period when Buyer's Tools are in the Seller's possession. Seller shall keep Buyer's Tools in reasonable repair. Seller shall return to Buyer all of Buyer's Tools immediately upon completing the manufacture of the goods. All shipping charges for Buyer's Tools shall be Buyer's responsibility. Risk of loss during shipment shall be on Buyer.

14. Termination Without Cause. Buyer may terminate without cause any contract evidenced by an Order at any time as to all or any part of the undelivered goods or services, by giving written notice to Seller. Buyer will reimburse Seller only for the Seller's actual cost of labor and materials for producing goods under an

Order incurred by Seller before Buyer notifies Seller of termination, less any net recovery to Seller on disposition or other use of the materials or goods. Seller shall use its best efforts to mitigate its damages under this section. Upon receipt of notice of termination, Seller, unless otherwise directed in writing by Buyer, shall (a) terminate immediately all work under an Order; (b) transfer title and deliver to Buyer the finished work, the work in process, and the parts and materials that Seller produced or acquired in accordance with an Order and that Seller cannot use in producing goods for itself or for others; (c) settle all claims by subcontractors approved by Buyer for reasonable costs that are rendered unrecoverable by the termination; (d) take actions reasonably necessary to protect property in Seller's possession in which Buyer has an interest; and (e) cooperate with Buyer in resourcing of Seller's goods or services covered by an Order to a different supplier designated by Buyer.

15. Seller's Default. Seller is in default if any of the following occurs:

- a. Seller breaches, repudiates, or threatens to breach any term in the contract evidenced by an Order or in any other agreement between Seller and Buyer;
- b. Insolvency of Seller or the filing of a voluntary or involuntary petition in bankruptcy with respect to Seller;
- c. Appointment of a receiver or trustee for Seller; or
- d. Execution of an assignment for the benefit of creditors of Seller.

16. Buyer's Remedies. In the event of Seller's default, Buyer may exercise any remedies available under applicable law, including but not limited to:

- a. Seller's immediate correction, repair, or replacement of the goods and services at Seller's expense;
- b. Buyer may suspend payments, suspend performance, or cancel all or any part of the balance of any contract with Seller; and
- c. Seller shall reimburse Buyer for all damages suffered due to Seller's breach, including but not limited to, incidental, consequential and other damages (including any costs incurred by Buyer as a result of obtaining goods and services from another source), as well as lost profits, actual attorney fees, and court costs.

The remedies in an Order shall be cumulative and in addition to any other remedies allowed to Buyer under applicable law. No waiver by Buyer of any breach or remedy shall be a waiver of any other breach or remedy.

17. Limitation on Seller's Remedies. If Buyer breaches any term in an Order, Buyer shall not be liable for any incidental, consequential, indirect or any other special damages of Seller, including but not limited to lost profits or Seller's attorney fees. Any action against Buyer arising out of an Order must be filed within one (1) year after the claim accrues.

18. General.

a. Compliance with Laws. Seller warrants that it is and will remain in compliance with all federal, state and local laws, regulations and ordinances relating to Seller's ability to perform its obligations under this purchase order.

b. Setoff. Buyer has the right to deductions or setoffs of any sums due to Buyer from Seller (whether or not arising from an Order) against any sums due to Seller from Buyer (whether or not arising from an Order).

c. Assignment. Seller shall not assign, whether directly or indirectly, voluntarily or by operation of law, its rights or

delegate its duties under an Order without Buyer's prior written consent.

d. Entire Agreement and Amendment. An Order contains all of the terms of the agreement between Seller and Buyer with regard to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between Seller and Buyer. The contract evidenced by an Order may be amended only by a writing signed by Seller and an officer of Buyer.

e. Severability. All terms shall be enforced only to the maximum extent permitted by law. If any term is invalid or unenforceable, all other terms shall remain in effect.

f. State Law. The sale of goods and services in accordance with an Order shall be governed in all respects by the laws of the State of Michigan.

g. Jurisdiction and Venue. Seller and Buyer agree that any action arising out of the sale of goods or services in accordance with an Order will be brought, heard, and decided in Kent County, Michigan. Seller submits to personal jurisdiction in Michigan.

19. "Incorporate By Reference" Clause in Contracts with Subcontractors/Suppliers of Company's Affirmative Action Efforts [41 C.F.R. § 60-300.5(A)II/.5(D) AND 41 C.F.R. § 60-741.5(A)6/.5(D)]

The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60741.5(a), if applicable.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.